

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

December 20, 2021

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

The District Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

December 13, 2021

Board of Supervisors
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Regular Meeting on December 20, 2021, at 1:30 P.M., at 602 Shetter Avenue, Jacksonville Beach, Florida 32250. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (*limited to 3 minutes per individual*)
3. Consideration of Wrathell, Hunt & Associates, LLC, Agreement for Management Services
4. Consideration of Resolution 2022-03, Appointing and Removing Officers of The District and Providing for an Effective Date
5. Consideration of Resolution 2022-04, Authorizing and Approving the Change of Designated Registered Agent and the Registered Office of The District Community Development District
6. Consideration of Resolution 2022-05, Designating the Dissemination Agent of the District and Providing an Effective Date
7. Consideration of Strange Zone, Inc., Quotation #M21-1023 for Website Creation & Development, Website Maintenance, Website Hosting & Email, Domain Registration, SSL Certificates [Effective 2/1/2022]
8. Consideration of Resolution 2022-06, Redesignating the Primary Administrative Office and Principal Headquarters of the District; Redesignating the Location of the Local District Records Office; and Providing an Effective Date
9. Consideration of Resolution 2022-07, Adopting Amended Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*; Providing a Severability Clause; and Providing an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

10. Consideration of Second Amendment to Brownfield Site Rehabilitation Agreement and Clean Closure Plan
11. Consideration of CDD Site Access Agreement
12. Presentation of Supplemental District Engineer's Report
13. Consideration of Resolution 2022-08, Authorizing the Issuance of Not to Exceed \$8,875,000 Aggregate Principal Amount of its District Community Development District (City of Jacksonville, Florida) Grant Revenue and Special Assessment Bonds, Series 2022 (the "Series 2022 Bonds"); Determining the Need for a Negotiated Private Placement Sale of The Series 2022 Bonds and Providing for an Award of Such Bonds to Preston Hollow Capital, LLC (the "Purchaser"); Appointing the Placement Agent for the Private Placement of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Placement Agreement With Respect to the Series 2022 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Second Supplemental Trust Indenture and an Agreement to Advance; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and Appointing a Dissemination Agent; Providing for the Application of Series 2022 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection With the Issuance, Sale and Delivery of the Series 2022 Bonds; Making Certain Declarations; and Providing for Severability, Conflicts and an Effective Date and for Other Purposes
14. Consideration of Resolution 2022-09, Authorizing Boundary Adjustment to ROWs
15. Consideration of Resolution 2022-10, Authorizing Land Acquisition of Prudential Drive Extension
16. Consent Agenda
 - A. Ratification of Construction Contract with J.B. Coxwell Contracting, Inc., for Phase 3 CDD Project Construction
 - B. Ratification of Construction Contract with J.B. Coxwell Contracting, Inc., for Phase 3 CRA Project Construction
 - C. Ratification of Kimley-Horn and Associates, Inc., Amendment Three to Task Order No. CRA 3
 - D. Ratification of Kimley-Horn and Associates, Inc., Amendment Three to Task Order No. CDD 5
17. Acceptance of Unaudited Financial Statements as of October 31, 2021

- 18. Approval of October 18, 2021 Regular Meeting Minutes
- 19. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Kimley-Horn and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Transition Summary Timeline
 - II. NEXT MEETING DATE: January 17, 2022 at 1:30 P.M.

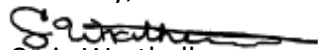
○ QUORUM CHECK

ART LANCASTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
JOHN DODSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
JAY DODSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
LINDA SCANDURRA	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 20. Board Members' Comments/Requests
- 21. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)
- 22. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 413 553 5047

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 20th day of December, 2021, by and between **The District Community Development District**, hereinafter referred to as "DISTRICT", and the firm of ***Wrathell, Hunt & Associates, LLC***, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



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to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



Wrathell, Hunt and Associates, LLC

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: The District Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT
Kutak Rock LLP
Post Office Box 10230
Tallahassee, Florida 32302

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



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14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



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18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of **The District Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print Name: _____

By: _____
Print Name _____
Chair/Vice Chair

Print Name: _____

MANAGER:

WRATHELL, HUNT & ASSOCIATES, LLC

Print Name: _____

By: _____
Craig A. Wrathell, Managing Member

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC, will perform all required Management functions of **The District Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit



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- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC*, will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies



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- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC, will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



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- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC, will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent



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- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test



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- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC, will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-



Wrathell, Hunt and Associates, LLC

ad valorem special assessments resulting from funding of the District's capital improvement plan

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services
FEE PROPOSED **\$48,000 annually**

2. Series 2020 Bonds Debt Service Fund Accounting/Assessment Rolls/Construction Accounting
FEE PROPOSED **\$12,500 annually**

3. Dissemination Agent Services
FEE PROPOSED **\$3,500 annually per bond issue**

4. CRA/City Grant Administration
FEE PROPOSED **\$5,000 annually**

5. Operations & Maintenance Accounting for Field Operations/Marina Operations \$1,000 O & M Accounting Fee Per \$100,000 of Budgeted O & M Activity

6. Assessment Methodology Consultant Services [Assessment Methodology Report]
FEE PROPOSED **\$25,000 per bond issue**

7. Issuance of Bonds, and Placement of Loans and Other District Indebtedness
FEE PROPOSED **Not to exceed \$35,000 per issue**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.



Wrathell, Hunt and Associates, LLC

8. Out of Pocket Expenses: *Wrathell, Hunt and Associates, LLC*, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). *Wrathell, Hunt and Associates, LLC*, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

9. Additional Services: Should *Wrathell, Hunt and Associates, LLC*, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following are appointed as Officers of the District effective upon the passage of this Resolution:

- Art Lancaster _____ is appointed Chair;
- John Dodson _____ is appointed Vice Chair;
- Jay Dodson _____ is appointed Assistant Secretary;
- _____ is appointed Assistant Secretary;
- _____ is appointed Assistant Secretary;

SECTION 2. The following are appointed as Officers of the District effective upon the passage of this Resolution until January 31, 2022:

- Patricia Thibault _____ is appointed Secretary;
- Patricia Thibault _____ is appointed as Treasurer;
- Jackie Leger _____ is appointed as Assistant Secretary;
- Howard McGaffney _____ is appointed as Assistant Treasurer;

The above Officers of this Section 2 shall be removed as Officers as of 11:59 p.m. on January 31, 2022.

SECTION 3. The following are appointed as Officers of the District effective December 20, 2021:

Craig Wrathell is appointed Secretary;

Cindy Cerbone is appointed as Assistant Secretary.

SECTION 4. The following are appointed as Officers of the District effective February 1, 2022:

Craig Wrathell is appointed as Treasurer;

Jeffrey Pinder is appointed as Assistant Treasurer;

SECTION 5. This Resolution supersedes any prior appointments made by the Board for Chairman, Vice Chairman, Secretaries, Treasurer, Assistant Secretaries, and Assistant Treasurers.

SECTION 6. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2021.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING THE CHANGE OF DESIGNATED REGISTERED AGENT AND THE REGISTERED OFFICE OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.416(1), *Florida Statutes*.

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

SECTION 1. Sarah R. Sandy of Kutak Rock, LLP, is hereby designated as Registered Agent for The District Community Development District.

SECTION 2. The District's Registered Office shall be located at the office of Kutak Rock, LLP, 113 South Monroe Street, 1st Floor, Tallahassee, Florida 32301-1529, until January 31, 2022. Commencing February 1, 2022, the District's Registered Office shall be located at the office of Kutak Rock, LLP, 107 W. College Avenue, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this resolution with the City of Jacksonville and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon its adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 20th day of December 2021.

ATTEST:

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DISSEMINATION AGENT OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District previously entered that certain Continuing Disclosure Agreement dated December 22, 2020 (the “CDA”), which contemplates that the District may appoint a Dissemination Agent by filing a written copy of such appointment with the Trustee (as defined in the CDA) and upon written acceptance of such designation by the appointed Dissemination Agent; and

WHEREAS, the Board desires to appoint and remove its Dissemination Agent under the CDA.

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

SECTION 1. Wrathell, Hunt & Associates, LLC (“WHA”) is hereby appointed as Dissemination Agent under the CDA effective February 1, 2022. This appointment supersedes any appointments of Dissemination Agent made by the Board prior to February 1, 2022. Evidence of WHA’s acceptance of such appointment is provided in that certain *Agreement for Management Services* between the District and WHA, a copy of which can be requested from the District.

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

PASSED AND ADOPTED this 20th day of December, 2021.

ATTEST:

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

7

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE December 9, 2021
Quotation # M21-1023
Customer ID TDCDD

Prepared by: Stephan

Prepared For:

C.O. Daphne Gillyard
The District CDD
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development <i>Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings. Website HTML Code will be WCAG 2.0 AA Compliant. Client will be responsible for providing WCAG 2.0 AA Compliant PDF.</i>	\$975.00
Website maintenance | For 1 year Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
Website hosting & Email | For 1 year <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
Domain Transfer (thedistrictcdd.org)	\$35.00
SSL Certificates | 1 year	\$69.99
TOTAL	\$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

THANK YOU FOR YOUR BUSINESS!

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; REDESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to redesignate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Records Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at: 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located in Duval County, Florida.

SECTION 3. The District’s local records office shall be located at _____.

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

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER 2021.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

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

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of December, 2021.

ATTEST:

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

_____, 2021

The District Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of The District Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8017689050C-1. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone () - , email).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

The District Community Development District

Attn: _____, District Manager

2. Email Address

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735\(9\)](#), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

10

BEFORE THE STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

IN RE: **JEA, Elements Development of Jacksonville, LLC, and
The District Community Development District
Southside Generating Station
801 Broadcast Place, Jacksonville, Florida 32207
Southside Generating Station Brownfield Area
Brownfield Area Identification Number: BF160101000
Brownfield Site Identification Number: BF160101001
FDEP Identification Number(s): FLD 000 654 632
OGC Tracking Number: [Insert]**

**SECOND AMENDMENT TO BROWNFIELD SITE REHABILITATION AGREEMENT
AND CLEAN CLOSURE PLAN ("SECOND AMENDMENT TO BSRA")**

WHEREAS, the State of Florida Department of Environmental Protection (the "Department") and JEA entered into the Brownfield Site Rehabilitation Agreement and Clean Closure Plan, effective dated August 1, 2001 ("Original BSRA");

WHEREAS, the Department, together with JEA and Elements Development of Jacksonville, LLC, hereinafter the Persons Responsible for Site Rehabilitation ("PRFBSR" or "PRFBSRs") (collectively the "Parties"), entered into the Amendment to Brownfield Site Rehabilitation Agreement and Clean Closure Plan, effective dated July 12, 2018 ("First Amendment to BSRA"), which modified the Original BSRA (Original BSRA and First Amendment to BSRA are collectively referenced as "BSRA"), attached hereto as **Exhibit A**;

WHEREAS, pursuant to paragraph 27 of the Original BSRA, the BSRA may be amended if the amendment is reduced to writing, duly signed by the Department and PRFBSR, and attached to the Original BSRA;

WHEREAS, the Department and the PRFBSRs seek to amend the BSRA to update certain provisions and attachments of the BSRA, and add an additional PRFBSR to the BSRA, as set forth below; and

NOW, THEREFORE, the Department and PRFBSRs agree as follows:

1. The BSRA is hereby amended to:
 - a. Add The District Community Development District (the "CDD") as a PRFBSR to the BSRA. The CDD will operate the groundwater hydraulic control system at the Site and comply with applicable requirements in such manner. All references to JEA or to Elements Development of Jacksonville, LLC in the

BSRA shall now refer, as applicable, to JEA, Elements Development of Jacksonville, LLC, and the CDD as PRFBSRs pursuant to this Second Amendment to BSRA.

b. Amend paragraph 5 of the First Amendment to BSRA as follows:

5. **BSRA Site Access Agreement**. The City of Jacksonville has executed a Site Access Agreement, which is included as Attachment E-2 to this Second Amendment to BSRA and shall supplement, rather than supersede or replace, the Site Access Agreement executed by Elements in the BSRA. In addition, the CDD has executed a Site Access Agreement, which is included as Attachment E-3 to this Second Amendment to BSRA and shall supplement, rather than supersede or replace, the Site Access Agreement executed by Elements in the BSRA.

c. Include the following supplemental Attachments to the BSRA:

- Attachment E-2 – Site Access Agreement executed by the City of Jacksonville.
- Attachment E-3 – Site Access Agreement executed by the CDD.

2. In all other respects, the BSRA is hereby ratified and confirmed by the Parties to be in full force and effect, as amended hereby, and has not otherwise been modified or amended except as set forth herein. All references in the BSRA shall be hereafter deemed to refer to the BSRA as amended hereby.

3. **EFFECTIVE DATE AND ADMINISTRATIVE HEARING**

This Second Amendment to BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§ 120.569 and 120.57, Florida Statutes ("F.S."), within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this Second Amendment to BSRA will not be effective until further order of the Department. The liability protection for any additional PRFBSR being added by the Second Amendment to the BSRA pursuant to §376.82(2), F.S., becomes effective upon execution of the Second Amendment to the BSRA. The procedures for petitioning a hearing are set forth below.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), Florida Administrative Code ("F.A.C."), the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this Second Amendment to BSRA. Petitioner shall mail a copy of the request to the PRFBSR(s) at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this Second Amendment to BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this Second Amendment to BSRA. Petitioner shall mail a copy of the petition to the PRFBSR(s) at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any email address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR(s)' name(s) and address(es); the Department's Brownfield Area and Brownfield Site Identification Numbers; the name and address of the Brownfield Site; and the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of the Department's action or proposed action;
3. An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
5. A concise statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification

of the Department's action or proposed action;

6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this Second Amendment to BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

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JEA, Elements Development of Jacksonville, LLC, and The District Community Development District
Second Amendment to Brownfield Site Rehabilitation Agreement and Clean Closure Plan
Brownfield Site ID # BF160101001

IN WITNESS WHEREOF, each of the Parties has made and executed this Second Amendment to BSRA on the date set forth for each signature of each representative below and each indicate that she or he is duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

JEA

BY: _____
(PRFBSR Authorized Signatory)

(Print Signatory's Name and Title)

DATE: _____

JEA
21 West Church Street
Jacksonville, FL 32202
(904) 665-6253

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

Elements Development of Jacksonville,
LLC, a Florida limited liability company

BY: Preston Hollow Capital, LLC, its
Manager

BY: _____
(PRFBSR Authorized Signatory)

(Print Signatory's Name and Title)

DATE: _____

Elements Development of Jacksonville,
LLC c/o Preston Hollow Capital, LLC
1717 Main Street
Suite 3900
Dallas, TX 75201
(214) 389-0800

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

The District Community Development
District

BY: _____
Director, {insert DEP District} District

BY: _____
(PRFBSR Authorized Signatory)

(Print Director's Name)

(Print Signatory's Name and Title)

DATE: _____

DATE: _____

Approved as to form and legality:

The District Community Development
District
250 International Parkway
Suite 280
Lake Mary, FL 32746
(321) 263-0132

FDEP Attorney Date

FILING AND ACKNOWLEDGEMENT FILED, on this
date, pursuant to §120.52 Florida Statutes, with the
designated Department Clerk, receipt of which is
hereby acknowledged.

Clerk (or Deputy Clerk)

Date : _____

- CC: Kelly Crain, FDEP Brownfields Program Manager, Brownfields & CERCLA Administration
Darrin McKeehen, FDEP Northeast District, Brownfields Coordinator
Justin Cross, GAI, FDEP Brownfields & CERCLA Administration
Megan Johnson, ESIII, FDEP Brownfields & CERCLA Administration
Ronni Moore, Esq., FDEP Brownfields Program Attorney
Jason S. Lichtstein, Esq., Akerman LLP

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

11

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. District Community Development District, the real property owner (“Owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the Owner’s property (“the Property”) generally located at 801 Broadcast Place, Jacksonville, Duval County, Florida, as described in **Attachment A** attached hereto, beginning on the date of execution of the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as amended) for the brownfield site assigned the Brownfield Site Identification Number BF160101001 and ending on such date as deemed appropriate by the Department or the successful completion of the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as amended), whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the Owner.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as amended).
8. The Owner acknowledges the Property consists of a portion of the Southside Generating Station Brownfield Site (BF160101001), which is subject to site rehabilitation and corrective action pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (“RCRA”), as administered by the Department via delegation, and pursuant to applicable Florida law. The Owner acknowledges the Southside Generating Station Brownfield Site (BF160101001) is subject to a Brownfield Site Rehabilitation Agreement and Clean Closure Plan, as amended, and Site Rehabilitation Completion Order with Controls, dated August 17, 2017, issued by the Department. The Owner further acknowledges responsibility for compliance with applicable environmental laws, rules, and regulations, including provisions of Chapters 376 and 403, Florida Statutes, rules of the Department, and federal RCRA regulations in connection with its ownership of the Property.

Site Access Agreement
Brownfield Site ID #: BF160101001
Page 2 of 2

District Community Development District

Signature of Real Property Owner

Print Name: _____

Title, if applicable _____

Date

Signature of Witness

Print Name: _____

Date

Accepted by the Department by the following authorized agent:

Signature of Department representative

Print Name: _____

Title of Department representative

Date

Signature of Witness

Print Name: _____

Date

Attachment A

PROPERTY

CDD BROADCAST EXTENSION PARCEL

A PART OF SECTION 44, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE POINT OF BEGINNING; THENCE N02°27'30"E, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 233.84 FEET; THENCE N29°18'01"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 9.18 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1549.00 FEET (THROUGH WHICH A RADIAL LINE BEARS N60°28'03"W); THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 230.30 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N33°47'30"E, 230.09 FEET; THENCE S38°49'04"E, A DISTANCE OF 93.09 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1458.50 FEET (THROUGH WHICH A RADIAL LINE BEARS N52°46'48"W); THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 228.30 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S32°44'09"W, 228.06 FEET TO A POINT OF NON-TANGENCY; THENCE S29°29'07"W, A DISTANCE OF 15.41 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 360.36 FEET (THROUGH WHICH A RADIAL LINE BEARS N61°38'45"W); THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 162.88 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S15°24'18"W, 161.50 FEET TO A POINT OF TANGENCY; THENCE S02°27'22"W, A DISTANCE OF 1.38 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N85°43'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 27.04 FEET TO SAID EASTERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CDD OPEN SPACE EAST PARCEL

A PART OF SECTIONS 45, THE ISAAC HENDRICKS GRANT AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 481.49 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 885.56 FEET; THENCE N23°45'12"E, ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 356.01 FEET TO THE FACE OF AN EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE N03°08'05"E, ALONG SAID EXISTING SEAWALL, A DISTANCE OF 48.06 FEET; THENCE N23°33'14"W, CONTINUING ALONG SAID EXISTING SEAWALL, A DISTANCE OF 50.41 FEET; THENCE N54°54'09"W, CONTINUING ALONG SAID EXISTING SEAWALL, A DISTANCE OF 342.44 FEET; THENCE N79°31'42"W, CONTINUING ALONG SAID EXISTING SEAWALL AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 81.01 FEET; THENCE N62°36'56"W, A DISTANCE OF 604.49 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF SAID CURRENT PUBLIC RECORDS; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 6 COURSES: COURSE 1, THENCE N71°02'59"E, 31.40 FEET; COURSE 2, THENCE S62°38'03"E, 447.96 FEET; COURSE 3, THENCE S62°16'36"E, 156.94 FEET; COURSE 4, THENCE S78°43'28"E, 60.20 FEET; COURSE 5, THENCE S56°36'20"E, 348.39 FEET; COURSE 6, THENCE S26°50'05"E, 107.15 FEET TO THE POINT OF TERMINATION OF SAID LINE DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910; THENCE S72°27'52"W, A DISTANCE 53.09 FEET TO THE POINT OF BEGINNING.

CDD OPEN SPACE WEST PARCEL

A PART OF SECTION 44 AND 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1062.78 FEET; THENCE N27°38'14"E, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING; THENCE N27°38'14"E, A DISTANCE OF 28.35 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 7 COURSES: COURSE 1, THENCE N72°33'56"E, 61.48 FEET; COURSE 2, THENCE S73°04'04"E, 220.55 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 3, THENCE N27°29'56"E ALONG SAID EXISTING SEAWALL, 25.35 FEET; COURSE 4, THENCE S62°16'12"E CONTINUING ALONG SAID EXISTING SEAWALL, 154.29 FEET; COURSE 5, THENCE S17°34'47"E DEPARTING SAID EXISTING SEAWALL, 23.74 FEET; COURSE 6, THENCE S39°24'04"E, 32.94 FEET; COURSE 7, THENCE S50°13'49"E, 74.57 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; THENCE N62°37'32"W ALONG SAID EXISTING SEAWALL, A DISTANCE OF 273.85 FEET; THENCE N77°01'03"W ALONG SAID EXISTING SEAWALL, A DISTANCE OF 226.29 FEET; THENCE S78°16'15"W ALONG SAID EXISTING SEAWALL, A DISTANCE OF 53.91 FEET TO THE POINT OF BEGINNING.

CDD RIGHT OF WAY PARCEL

A PART OF SECTIONS 44 AND 45, THE ISAAC HENDRICKS GRANT AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 481.49 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 15.37 FEET; THENCE N22°27'19"E, DEPARTING SAID SOUTH LINE, A DISTANCE OF 27.78 FEET TO THE POINT OF BEGINNING; THENCE

S86°36'07"W, A DISTANCE OF 20.28 FEET; THENCE N61°14'42"W, A DISTANCE OF 89.29 FEET; THENCE N22°27'19"E, A DISTANCE OF 51.61 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 52.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 29.82 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N38°53'07"E, 29.42 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 13.19 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N38°53'07"E, 13.01 FEET TO A POINT OF TANGENCY; THENCE N22°27'19"E, A DISTANCE OF 85.26 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.13 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N21°14'01"W, 34.54 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1512.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 430.63 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N56°45'59"W, 429.17 FEET TO A POINT OF NON-TANGENCY; THENCE N54°54'18"E, A DISTANCE OF 98.40 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1397.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 113.66 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S51°50'23"E, 113.63 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 39.72 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N80°18'51"E, 35.67 FEET TO A POINT OF TANGENCY; THENCE N34°47'53"E, A DISTANCE OF 251.21 FEET; THENCE S58°25'05"E, A DISTANCE OF 80.13 FEET; THENCE S34°47'53"W, A DISTANCE OF 251.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 41.19 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S12°24'06"E, 36.69 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1397.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 587.26 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S71°38'22"E, 582.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 39.05 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N51°34'38"E, 35.20 FEET TO A POINT OF TANGENCY; THENCE N06°49'58"E, A DISTANCE OF 213.66 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00

FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 36.04 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N34°27'42"W, 33.00 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1598.50 FEET; THENCE EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 126.82 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S78°01'43"E, 126.78 FEET TO A POINT OF NON-TANGENCY; THENCE S06°49'58"W, A DISTANCE OF 331.87 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1484.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 479.69 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N79°23'16"W, 477.61 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.14 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S66°09'50"W, 34.55 FEET TO A POINT OF TANGENCY; THENCE S22°27'19"W, A DISTANCE OF 94.90 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 11.47 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S06°01'31"W, 11.31 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 31.54 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S06°01'31"W, 31.11 FEET TO A POINT OF TANGENCY; THENCE S22°27'19"W, A DISTANCE OF 52.56 FEET TO THE POINT OF BEGINNING.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

12

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Exhibit A – Vicinity Map

Exhibit B – Community Development District Boundary Map

Exhibit C – Conceptual Development Use Plan

Exhibit D – JEA Water and Sewer Availability Letter, dated October 19, 2020

Exhibit E – Off-Site Utility Tie-In

Exhibit F – Roadway Geometry Plan

Exhibit G – Off-site Roadway Improvement Area

Exhibit H – Legal Description

1. Introduction

A. Supplemental District Engineer's Report

This supplement to the District Engineer's Report is being issued effective December 20, 2021. The District Engineer's Report was originally issued on February 25, 2019 and subsequently amended on December 18, 2020. This supplement is being issued to document changes to The District Community Development District ("CDD") overall plan of development approved by the Downtown Development Review Board (DDRB) at its hearing on May 13, 2021, to revise the Capital Improvement Plan ("CIP") for the CDD, and to revise the associated Opinion of Preliminary Probable Construction Costs for the CIP.

B. Description of The District Community Development District

The District Community Development District ("CDD") is a special purpose unit of local government established by and located entirely within the City of Jacksonville. The CDD was established effective October 24, 2018 and pursuant to Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements.

By way of background, and in July 2018, the City of Jacksonville ("City"), the Downtown Investment Authority ("DIA") and Elements Development of Jacksonville, LLC ("Developer") entered into that certain *Redevelopment Agreement for Redevelopment of the JEA Southside Generator Parcel* ("**Redevelopment Agreement**"). (The CDD joined the Redevelopment Agreement effective April 23, 2019.) Pursuant to the Redevelopment Agreement, the parties intend to redevelop an approximately 32-acre parcel of land – i.e., the land within the CDD's boundaries – along the south bank of the St. Johns River into a mixed-use development, including 950 residential units, 200 hotel rooms, 200,000 square feet of office space, 121,600 square feet of retail space, and 125 marina slips.

The development will be supported by public infrastructure that is part of the "CDD Project" or the "CRA Project", as defined in the Redevelopment Agreement and described herein. Pursuant to the Redevelopment Agreement, the CDD will be responsible for constructing both the CDD Project as well as the CRA Project. The CDD's "Capital Improvement Plan", as used herein, refers to both the CDD Project and the CRA Project but with certain exceptions noted herein (i.e., the Water Taxi).

It is expected that, pursuant to the Redevelopment Agreement, and generally stated, all or portions of the costs of the CIP will be funded with proceeds from the CDD's issuance of tax-exempt bonds, and up to \$23 million in costs for the CRA Project will be paid for and/or reimbursed by the DIA. Under the Redevelopment Agreement, all cost overruns for the CRA Project are the responsibility of the CDD and Developer.

The purpose of this report is to update the description of the CIP and its associated costs. A vicinity map of the CDD is included as Exhibit "A" along with the CDD boundary as Exhibit "B". The CDD will contain residential, office, commercial, recreation, and supporting facilities as indicated on the Conceptual Development Use Plan contained in Exhibit "C".

The CIP will be constructed in one or more phases as determined by the CDD. The breakdown of land uses is noted below in Table 1.

Please note that the acreages provided in Table 1 below are estimates and that final actual acreages will be determined upon final engineering design and construction plan approval. Further, the CDD, at the discretion of its Board of Supervisors, may elect to add or remove land from the CDD as may be necessary in the future.

Table 1: Summary of Land Uses Proposed

Land Use	Gross Acres	Percentage
Riverfront, Marshfront Parks, and Riverwalk	4.51	13.2%
Riverfront Restaurants	0.79	2.3%
Mixed Use (Retail, Hotel, Residential, Office)	10.80	31.5%
Mixed Use (Retail, Residential)	2.23	6.5%
Residential	4.60	13.4%
School Board Parking Parcel	1.73	5.1%
Road Right-of-way (CDD)	5.05	14.7%
Road Right-of-way (CRA)	3.61	10.5%
Open Space (CDD)	0.96	2.8%
TOTAL	34.28	100.0%

C. Purpose and Scope of Report

The purpose and scope of this supplemental report is to provide an updated description of the CDD and the capital improvements to be constructed and financed by the CDD as part of the CIP. The CDD's assessment consultant will develop the financing and assessment methodology.

The CIP is estimated to cost \$35,900,396 (CDD Project Cost of \$30,660,258 plus \$5,240,138 of CRA Project overrun) and will be funded in part with the proceeds from the issuance of tax-exempt bonds. The breakdown of this amount is shown in Table 2 in Section 5.

NOTE: The full cost of the CIP includes both the CDD Project and the CRA Project and is estimated to be \$58,900,396 in total. Because DIA is expected to fund up to \$23 million of the CRA Project under the Redevelopment Agreement, the cost of the CIP is presented herein to be \$35,900,396, which represents the cost of the CDD Project (\$30,660,258) as well as \$5,240,138 in CRA Project cost overrun (\$28,240,138 CRA Project cost minus \$23,000,000 DIA funding cap). These latter CRA Project costs are reasonably included as potential CRA Project cost overruns. However, please note that the CIP is defined herein to include all of the CDD Project and CRA Project (with certain noted exceptions stated herein), and, accordingly, proceeds of the District's tax-exempt bonds may, except to the extent noted herein, be used to fund any portion of the CDD Project or CRA Project, regardless of whether the CRA Project costs are in fact attributable to cost overruns as currently described. To the extent that any CDD bond money is spent by the CDD for CRA Project items and then later reimbursed by DIA under the Redevelopment Agreement as part of DIA's up to \$23 million obligation to fund the CRA Project, the reimbursed money will be placed into the District's construction account and used for the CDD Project, or to pay for CRA Project cost overruns, or otherwise used as permitted under the applicable trust indenture for the District's bonds.

2. CDD Boundary and Property

A. CDD Boundary

Exhibit "B" delineates the proposed CDD boundary, which consists of 32.21 acres, more or less. The CDD is bounded on the North by the St. Johns River, on the West by the Duval County School Board property and Broadcast Place, on the East by undeveloped lands and a minor waterway connecting to the St. Johns River, and on the South by a substation and undeveloped lands owned by the Jacksonville Electric Authority ("**JEA**").

B. Description of Property

The property within the CDD is located in the City of Jacksonville within portions of Sections 44, 45 and 60, Township 2 South, Range 26 East in Duval County, Florida. The CDD falls within the City's Downtown Development of Regional Impact ("**DRI**") and the Downtown Overlay Zone.

C. Existing Infrastructure

The CDD is located within the JEA's water and sewer service area. JEA is a public utility provider. For potable water service, the JEA owns and maintains an existing 20-inch potable water main, located within the Reed Avenue, Montana Avenue, and Prudential Drive rights-of-way within the CDD vicinity. Based on JEA's Water and Sewer Availability Letter, dated October 19, 2020 and included as Exhibit "D", the point of water connection for the CDD will be to this existing 20-inch potable water main at the intersection of Broadcast Place and Reed Avenue.

For sanitary sewer service, the JEA owns and maintains an existing 48-inch gravity sanitary sewer main, located within the Reed Avenue right-of-way within the CDD vicinity. Based on JEA's Water and Sewer Availability Letter, dated October 19, 2020 and included as Exhibit "D", the point of sanitary sewer connection for the CDD will be to an existing manhole along this 48-inch sewer main near the intersection of Broadcast Place and Reed Avenue. The water and sewer connection points are depicted in the off-site utility tie-in map included as Exhibit "E". The JEA does not have reclaimed water facilities in the project area at this time nor is it anticipated to have reclaimed water availability for the foreseeable future.

In the vicinity of the CDD, Prudential Drive is a four-lane undivided roadway and Broadcast Place is a two-lane undivided roadway. Access to the CDD is planned via the extension of Prudential Drive and the extension and realignment of Broadcast Place.

D. Underground Electric Line

Within the CDD property, the JEA holds a 50-foot wide utility easement that transitions to a 30-foot wide submerged utility easement for an 8-inch steel casing pipe. The easement boundaries are depicted on the off-site utility tie-in map included as Exhibit "E".

3. Proposed CDD Infrastructure

<u>Development Summary (Approximate)</u>
<ul style="list-style-type: none"> • 950 Residential Units (including apartments, townhomes, and condos) • 200 Hotel Rooms • 200,000 s.f. Office Space • 121,600 s.f. Retail Space • 125 Marina Slips*

*The 125 marina slips are located outside of the CDD boundary. However, the marina will have an upland interest within the CDD Boundary and access to the marina slips, associated marina structures and facilities will be provided through the CDD. See description herein for more detail.

Summary of Proposed CDD Project Infrastructure

The CDD Project is currently anticipated to be constructed in one or more phases, as determined by the CDD, and will generally consist of the following categories:

- A. Roadways
- B. Parking Facilities
- C. Water and Sewer Utilities

- D. Earthwork Improvements
- E. Stormwater Management
- F. Landscaping and Irrigation
- G. Lighting and Underground Electric
- H. Pedestrian-only Promenade and Pocket Park
- I. Public Marina
- J. Eastern and Southern Retaining Walls
- K. Land Acquisition
- L. CDD and CRA Work Product

Infrastructure construction commenced in March 2021 and is expected to be completed within approximately three years, through early 2024. The infrastructure described below is required to be developed under the Redevelopment Agreement, and applicable City development approvals, and will function as a system of improvements benefitting all lands within the CDD.¹

As of November 22nd, 2021, the proposed Duval County School Board parking lot has been constructed and the land conveyed to the Duval County School Board.

A. Roadways

The roadways within the CDD will typically consist of two-lane urban sections with off-street bike lanes, curb and gutter, sidewalks, and on-street parking. The roadways will be constructed to provide access to the proposed uses and parcels within the CDD's boundaries. Roadway construction will include the following segments:

- Prudential Drive Extension – from the proposed roundabout at the Prudential Drive/Broadcast Place intersection to the proposed cul-de-sac terminus to be located east of the Marina Way intersection.
- Broadcast Place Realignment – commencing at the proposed off-site realignment to the proposed roundabout at the Prudential Drive/Broadcast Place intersection and the proposed cul-de-sac at the northern-most terminus of Broadcast Place, adjacent to the St. Johns River.
- Back Bay Drive – a proposed cul-de-sac located south of the Prudential Drive extension.
- Health Walk – from Prudential Drive extension to RiversEdge Boulevard.

¹ Unlike lands that are wholly within the District, lands that are almost entirely located outside of the District such as the proposed marina at most receive only an incidental benefit from the CIP, which is not sufficient to justify a District debt assessment.

- Marina Way – from Prudential Drive extension to RiversEdge Boulevard.

Please refer to Exhibit “F” for the current Roadway Geometry Plan which is subject to change based upon final engineering design and construction plan approval. Approximately 120 lineal feet of the Broadcast Place realignment, to be constructed by the CDD, is located outside of and immediately to the west of the CDD’s boundary, as depicted on the Off-site Roadway Improvement Area exhibit (Exhibit “G”).

The roadways will be constructed in accordance with City standards. Typically, the roads and on-street parking will consist of asphalt, limerock and stabilized subbase with curb. The right-of-way design will include sidewalks, off-street bike lanes, lighting, landscaping and utilities such as water, sewer and drainage. The sidewalks are anticipated to be constructed of either concrete and/or pavers. It is anticipated that the roadways will provide ingress and egress for the entire CDD and the residents and businesses within the CDD will generate the vast majority of the trips anticipated for the roadways.

Site grading including preparation of roadway areas for installation of paving construction has not yet commenced. Construction of limerock roadway sub-base and asphalt paving will be initiated once all grading work has been completed. There are no impact fee credits or similar credits associated with the construction of any of the roadway improvements.

All roads located within the CDD will be open and available to the public. Public sidewalks and bike lanes located within the roadway rights-of-way are included in this category for cost purposes. The public roads, identified above, will be constructed by the CDD, and may be dedicated to the City for operations and maintenance. If the public roads are dedicated to the City, the CDD will obtain a right-of-way maintenance easement, permit or other approval to provide for the maintenance of any landscaping, hardscaping, irrigation, street lighting and parking within the rights-of-way, to the extent applicable. Private roads within the CDD, if any, will be constructed by the Developer and will be owned and maintained by the Property Owners Association (“POA”).

B. Parking Facilities

The CDD has funded and constructed parking facilities to be used by the Duval County School Board. The School Board parking has been constructed on a parcel containing approximately 1.73 acres located in the northwest portion of the CDD adjacent to the existing Duval County School Board property located immediately to the west. This 1.73-acre parcel was transferred to the School Board upon completion of construction of the parking lot in November 2021. The contractor’s final cost of construction for this parking facility was \$982,181.

The Redevelopment Agreement requires construction of one hundred (100) public metered parking spaces for the marina and riverfront parcels. During construction these parking spaces will be temporarily located on the existing off-street Duval County School Board parking lot referred to as the “Remainder Parcel”. The Master Developer will require the Parcels 1A, 2A, 4A, and 7A developers to each provide a minimum of 25 public metered off-street parking spaces within their respective surface parking lot(s) or structured parking

facilities. This will result in a total of one hundred (100) permanent public metered parking spaces upon completion of construction on Parcels 1A, 2A, 4A, and 7A. As these permanent public metered parking spaces become available to the public, the temporary spaces on the "Remainder Parcel" will be eliminated. The costs for construction of the permanent public metered parking spaces will be privately funded and borne by the individual parcel developers. Therefore, for purposes of the CDD CIP Cost Opinion, provided in Table 2, the Parking Facilities category does not include any cost for the one hundred (100) public metered parking spaces. Pursuant to the Redevelopment Agreement, and generally stated, the CDD or the respective parcel owners will maintain the parking facilities, with standard enforcement to be conducted by the City.

C. Water and Sewer Utilities

The CDD's CIP includes potable water and sanitary sewer collection systems. The water and sewer utility systems have been designed in accordance with the applicable standards of each type of system. Potable water and sanitary sewer collection systems have been designed to the JEA, City and Florida Department of Environmental Protection ("FDEP") specifications.

The potable water lines will typically run within the rights-of-way of the roadways and at build out will provide a complete interconnected network of water lines. At build out the water lines will connect to the existing JEA connection point at the intersection of Broadcast Place and Reed Avenue. Fire hydrants will be installed according to COJ Fire Department Codes.

The sanitary sewer lines will consist of manholes and gravity PVC lines within the roadway rights-of-way. These will convey sewage flow to a new proposed Class II JEA owned and maintained lift station, located on the west side of Back Bay Drive, that will be constructed by the CDD. This new lift station will convey sewage to an existing manhole connecting to a 48-inch gravity sewer main near the intersection of Broadcast Place and Reed Avenue. The sewer main will direct the flow to a nearby existing JEA Pump Station on Utah Avenue. When constructed, the wastewater lines will provide service to all parcels within the CDD. There are no impact fee credits or similar credits associated with the construction of any of the utility improvements. Upon completion of the utilities, the CDD will convey them to the JEA for ownership, operation and maintenance. The District will not finance any laterals or utility lines on private property.

D. Earthwork Improvements

The CDD consists of near-flat terrain at low elevation. Earthwork will be required for construction activities associated with proposed grading, roadways, utilities, and stormwater control features, provided however that the CIP only includes those costs related to the CDD's roadway, utilities, and stormwater improvements – not for private development pads. There is a 2.5-foot clean soil cap over the entire property. Contaminated soil is present beneath this soil cap. The cap may be modified to consist of asphalt pavement, concrete slabs, and/or building foundations. A Declaration of Restrictive Covenant ("DRC") requires approvals from the FDEP for disturbance of the cap and

construction of stormwater controls or construction dewatering. Excavation below the cap is allowed provided the excavated soil is handled in accordance with Chapter 62-780 of the Florida Administrative Code (“**FAC**”) and the DRC. The site is also subject to a Brownfield Site Rehabilitation Agreement (“**BSRA**”). Under the Interlocal Agreement authorized by the Redevelopment Agreement, the CDD will be responsible for groundwater monitoring for all of its own properties, as well as the City parcels.

E. Stormwater Management

The CDD stormwater management system will consist of inlets, pipes, swales, berms, and control structures. Existing stormwater features may not be modified without the prior approval of the FDEP and St. Johns River Water Management District (“**SJRWMD**”) and new stormwater features will require approval. The stormwater management system will be designed in accordance with standards set by the City and the SJRWMD. A system of inlets, pipes, swales and berms will convey the runoff to the St. Johns River. Surface water permitting is required for the CDD through the City and SJRWMD and will require adherence to the SJRWMD’s best management practices (“**BMP’s**”). The City and SJRWMD’s stormwater treatment requirements have been met via the purchase of stormwater mitigation credits from the City. The stormwater mitigation credits have been purchased from the City in lieu of constructing stormwater treatment facilities (i.e. – stormwater ponds or vaults) within the CDD and will provide a benefit to all improved lands within the CDD. The CIP’s Stormwater Management category includes the stormwater credits that have been purchased by the CDD, in the amount of \$1,263,729, for the cost of mitigation for development of all lands within the CDD’s boundary.

The CDD will not use groundwater from the surficial aquifer, with the exception of groundwater recovery and treatment to address the known contaminant plume. Groundwater from the Floridan aquifer may be used for irrigational purposes only, but it is subject to approval by the FDEP, SJRWMD, and City. The CDD is subject to an active hydraulic control system (“**HCS**”) that provides hydraulic containment of the groundwater contaminant plume. The CDD will own and operate the stormwater management system.

F. Landscaping and Irrigation

Landscaping and irrigation, to be owned and maintained by the CDD, are proposed within the public rights-of-way. Such ownership and maintenance will be established pursuant to a permit, easement or other approval from the City. The landscaping will consist of turf, shrub and tree plantings as well as a variety of plants and material. Landscaping may also incorporate hardscape that may include, but should not be limited to, walls and wall materials, stairs, shade structures and furniture. Landscaping that is owned and maintained by the CDD within the rights-of-way will be irrigated. This irrigation will be installed, owned, and maintained by the CDD.

G. Lighting and Underground Electric

Per Florida Statute Section 190.012(1)(d), the CDD shall have the ability to fund basic infrastructure improvements and community facilities including streetlights, alleys, landscaping, hardscaping, and the undergrounding of electric utility lines. As part of the CIP, the CDD will finance the undergrounding of electric utility lines by the placement of conduit. Lighting will be constructed in pedestrian and parking areas and will be maintained by the CDD or by agreement with the JEA. Costs for conduit and lines to be used by private utilities such as electric, cable, gas and communication lines have not been included in the CIP for the CDD. No construction has begun on the lighting and electrical systems.

H. Pedestrian-only Promenade and Pocket Park

At the DDRB's May 13, 2021 meeting, the pedestrian-only promenade, referred to as Saunter Lane and located between RiversEdge Boulevard and the Prudential Drive extension, was eliminated and replaced with a thirteen foot (13') wide multi-purpose path along the eastern side of Health Walk, from the Marshfront Park to RiversEdge Boulevard. This multi-purpose path is planned as a pedestrian walkway that will contain landscape and hardscape improvements. The cost associated with this multi-purpose path is included within the CIP's Public Roadways category. Additionally, a pocket park is planned to be constructed within the CDD. It is expected that this pocket park will be privately funded and constructed on a portion of one of the development parcels. Therefore, no cost associated with the pocket park is included within the CIP. It is expected that the multi-purpose path will be maintained by the District, available to the general public, and will be on land that is within the Health Walk right-of-way that will either be owned by the CDD or City. Although the CIP benefits the recreational amenities, such areas are not assessed pursuant to state law, as they are a common element for the benefit of the development and will be owned by a governmental entity.

I. Public Marina

The 125 slip public marina is a recreational amenity planned to consist of three anchored floating docks (Docks A, B, and C) and three fixed docks (Docks D, E, and F), as depicted on Exhibit "C" – Conceptual Development Use Plan. The largest dock (Dock C) will be centrally located along the CDD's frontage of the St. Johns River. Dock A, planned as part of the public marina and located west of the large central dock, is expected to contain a water taxi stop and transient boat docking facilities. The marina is also planned to include a kayak launch, located east of Dock F.

The water taxi stop, kayak launch, and transient boat docking facilities are CRA funded improvements required by the Redevelopment Agreement. The water taxi stop will be open to use by the general public. The water taxi service is currently privately operated under a franchise awarded by the City. In an abundance of caution, the Water Taxi Stop and costs associated with the Water Taxi's proportionate use of the common marina facilities, including but not limited to Dock A, while part of the CRA Project, will not be funded by the District's tax-exempt bonds because the City will operate and maintain the

Water Taxi Stop under its own franchise agreement with a third party operator, which may or may not involve private interests.

The 125 slip marina will be constructed, operated, and maintained by the CDD. The marina will include electric and water utilities, a fire protection system, and a marine pump-out system. A dockmaster building consisting of approximately 1,600 square feet that includes marina offices, restrooms, laundry, storage and communications facilities is planned as part of the marina. These public marina improvements will be constructed using CDD bond funds specifically issued for the marina improvements that will be separate from the bond funds used for the CIP outlined in this Supplemental District Engineer's Report. A District Engineer's Report for the 125 slip public marina will be issued under separate cover that will outline the CIP for the marina. Accordingly, the CIP outlined in this report does not allocate any funding for the marina, other than for the water taxi stop, kayak launch, and transient boat docking facilities that are CRA funded. The public marina slips benefit the landowners within the District because having access to such public docks will result in increased property values for the landowners.

The District intends to obtain a submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund for the water taxi stop, kayak launch, transient boat docking facilities, and marina areas located over State of Florida submerged lands.

J. Eastern and Southern Retaining Walls

Portions of the eastern and southern boundaries of the CDD property, located adjacent to the existing tidal creek connecting to the St. Johns River, require stabilization via the installation of concrete retaining walls. Up to approximately 600 linear feet of the CDD property boundary is expected to require the installation of concrete retaining walls ranging in height from approximately zero to six feet tall.

K. Land Acquisition

The District will acquire land as part of the CIP that is anticipated to include the rights-of-way for the CDD funded roadways (excluding land subject to the Land Swap Agreement that the District will use for the off-site extension of Prudential Drive to serve as the main entrance to the development, which if conveyed to the District, will be conveyed at no cost), consisting of the Prudential Drive Extension, Broadcast Place Realignment, Back Bay Drive, Health Walk and Marina Way, and the CDD Open Space areas, consisting of both uplands and submerged lands. In total, approximately 5.35 acres of land is planned to be acquired by the CDD, consisting of approximately 4.39 acres of public road rights-of-way and 0.96 acres of Open Space. CRA Project property is not included within these land acquisition figures.

L. CDD and CRA Work Product

This CIP category consists of professional and construction related services for the CDD Project and CRA Project. These services include, but are not limited to, surveying, geotechnical, environmental, land planning, civil engineering, landscape architecture,

artist, legal and construction professional services associated with planning, design, and implementation of both the CDD Project and the CRA Project. The portion of these costs that may be financed by the District will be only costs for services associated with improvements that are financeable by the District.

4. Downtown Investment Authority Infrastructure Improvements (a/k/a CRA Project)

As noted above, the CDD will construct the CRA Project as part of the CIP. The original estimated cost of the CRA Project was approximately \$19.5 million, and, subject to the terms of the Redevelopment Agreement, DIA has agreed to fund up to \$23 million for the CRA Project. The District has reasonably included \$5.240 million for CRA Project overruns, as shown in the cost estimates presented herein. As with the CDD Project, the CRA Project as described below is required to be developed by the CDD under the Redevelopment Agreement, and applicable City development approvals, and will function as a system of improvements benefitting all lands within the CDD.

The CRA Project includes:

- **New Bulkhead** – Approximately 1,400 feet of new riverfront bulkhead and approximately 500 feet of new rip-rap riverfront embankment.
- **Southbank Riverwalk** – A top of bank extension of the Southbank Riverwalk for a total of approximately 1,900 linear feet, to a minimum total width of twenty (20) feet as follows: sixteen (16) feet of unobstructed new pathway and a minimum of four (4) feet of perimeter consisting of landscaping, furniture (i.e., benches), lighting, and trash receptacles. The extension shall be constructed with materials and furnishings (i.e., lighting, benches, shade structures, railing) matching the existing Southbank Riverwalk.
- **New Boardwalk** – Approximately 1,255 linear feet of New Boardwalk as follows: a minimum twelve (12) foot wide boardwalk through marsh to connect the extension of the Southbank Riverwalk to an overland trail segment along the southern boundary of the development. The boardwalk shall include platforms to accommodate furnishings (i.e., benches) as well as lighting.
- **Overland Trail** – Approximately 1,650 linear feet of new overland trail as follows: a minimum twelve (12) foot wide overland trail to connect Boardwalk to southwest corner of development.
- **City Parks** – The parks shall have approximately 820 linear feet of river frontage (length), and an average depth of 112 feet. Riverfront park shall include amenities (i.e., fitness equipment to enhance wellness theme), as well as Riverfront Activation Node elements.
- **Water Taxi Stop** – A New Water Taxi, new transient boat docking facilities and new kayak launch.

- **Prudential Drive Extension** – An extension of Prudential Drive with enhanced sidewalks, enhanced landscaping, bike lanes, and on-street parking. This extension is from the current terminus of Prudential Drive, located off-site to the west of the CDD boundary, to the proposed roundabout at the Prudential Drive/Broadcast Place intersection. This improvement includes the construction of the proposed roundabout at the Prudential Drive/Broadcast Place intersection.
- **Broadcast Place Extension** – An extension of Broadcast Place with enhanced sidewalks, enhanced landscaping, bike lanes, and on-street parking. This is from the proposed roundabout at the Prudential Drive/Broadcast Place intersection to the Broadcast Place northern terminus cul-de-sac and does not include construction of the northern terminus cul-de-sac.
- **RiversEdge Boulevard** – The construction of RiversEdge Boulevard, from Broadcast Place to its eastern terminus, with enhanced sidewalks, enhanced landscaping, bike lanes, and on-street parking.

The three CRA roadway segments (Prudential Drive Extension, Broadcast Place Extension, and RiversEdge Boulevard) will be constructed by the CDD and then upon completion, transferred to the City for ownership, operation and maintenance. Please see Exhibit “F” (Roadway Geometry Plan) which graphically depicts the CDD versus CRA roadways.

Pursuant to the agreements authorized under the Redevelopment Agreement, the CDD will maintain the four parks on the City parcels (i.e., the Central Riverfront Park, Northeastern Riverfront Park, Northwestern Riverfront Linear Park, and Marshfront Park), but will not be responsible for maintenance of the CRA’s bulkhead or Riverwalk. As with the CDD-owned parks, any parks or other common areas included within the CRA Project are not assessed pursuant to state law, as they are common elements for the benefit of the development (and are owned by governmental entities).

All components of the CIP are public improvements and will be open to the public, subject to City ordinances and/or District rules as appropriate. Further, all such improvements will be owned and operated by the District or another governmental entity (aside from Water Taxi Stop), and will be located on property that is owned by the District or another governmental entity and/or placed on a perpetual easement that is held by the District or another governmental entity.

5. Community Development District Infrastructure Improvements

A. Summary of Opinion of Preliminary Probable Construction Costs

A summary of the opinion of preliminary probable construction costs (“**OPPCC**”) for the CIP is provided in Table 2. The CDD will be financing the proposed infrastructure costs for the capital improvements noted below in whole or in part with the proceeds of the tax-

exempt bonds. The OPPCC has assumed fees for design and construction of the anticipated improvements.

Table 2: Summary of the Opinion of Preliminary Probable Construction Costs for Capital Improvements of The District Community Development District

Description	Costs Opinion
CDD Project Costs	
Public Roadways (Prudential Drive Extension, Broadcast Place Re-alignment, Health Walk, Backbay Drive Cul-de-sac, and Marina Way) ⁽¹⁾	\$ 5,290,022
Parking Facilities (School Board Parking) ⁽²⁾	\$ 982,181
Potable Water	\$ 1,774,501
Sanitary Sewer	\$ 2,601,883
Earthwork Improvements ⁽³⁾	\$ 765,128
Stormwater Management ^{(3),(4)}	\$ 2,815,094
Landscaping and Irrigation	\$ 628,358
Lighting and Underground Electric	\$ 2,708,891
Pedestrian-only Promenade (Saunter Lane) and Pocket Park ⁽⁵⁾	\$ 0
Eastern and Southern Retaining Walls	\$ 500,000
Land Acquisition ⁽⁶⁾	\$ 3,330,000
CDD and CRA Work Product	\$ 9,264,200
Total CDD Project	\$ 30,660,258
CRA Project Costs⁽⁷⁾	
Riverfront Bulkhead	\$ 4,585,387
Southbank Riverwalk	\$ 2,935,477
New Boardwalk	\$ 1,960,000
Overland Trail	\$ 781,442

City Parks	\$ 10,251,915
Water Taxi Stop (Not included in CIP)	\$ 875,000
Prudential Drive Extension	\$ 1,473,836
Broadcast Place Extension	\$ 2,623,118
RiversEdge Boulevard	\$ 2,753,963
Total CRA Project	\$ 28,240,138
Total CDD and CRA Projects	\$ 58,900,396

Table 2 Footnotes:

- (1) All financed roadways and rights-of-way will be open for public use without restriction. The costs for a minimum of 100 on-street public parking spaces is included in this category.
- (2) School Board public parking spaces.
- (3) Earthwork and grading on public property only.
- (4) Mitigation financed will not include any mitigation payments to non-governmental entities or mitigation work on private lands.
- (5) All financed roadways and rights-of-way will be open for public use without restriction.
- (6) CDD obtained an appraisal from Moody Williams Appraisal Group, dated December 14, 2020, for the land to be acquired by the CDD. The appraised value of the land, as documented in the appraisal, is \$5.59 million. Since the Developer’s cost basis value of the land (\$3.33 million) is less than the appraised value, the CDD will pay for the land based on the cost basis value.
- (7) All CDD Project and CRA Project improvements are public improvements and will be open for public use, subject to District rules and/or City ordinances as appropriate. In the event that CDD Project costs are lower than expected, excess bond proceeds may be used to fund more than the stated amount of the CRA Project costs (bearing in mind that certain costs may be reimbursed by DIA with monies being returned to the applicable acquisition and construction account).

B. Infrastructure Ownership and Maintenance

Table 3 summarizes the ownership and maintenance responsibilities anticipated for the design components listed in this report. As noted, the CDD will be responsible for construction of both the CIP and the CRA Project. Upon completion of construction and final certification, the infrastructure component will be turned over to the operation and maintenance entity. A summary of the ownership and maintenance of the proposed infrastructure is provided in Table 3 below.

Table 3: Infrastructure Ownership & Maintenance**

Infrastructure	Ownership	Maintenance*
The CDD Capital Improvement Plan		
Public Roadways and Dedicated Parking (CDD)	The District CDD or the City of Jacksonville if dedicated by CDD to the City	The District CDD or the City of Jacksonville if dedicated by CDD to the City
Parking (School Board Parking)	School Board	School Board
Potable Water	JEA	JEA
Sanitary Sewer	JEA	JEA
Earthwork Improvements	The District CDD	The District CDD
Stormwater Management	The District CDD	The District CDD
Landscaping and Irrigation	The District CDD	The District CDD
Lighting and Underground Electric	The District CDD	The District CDD
Pedestrian-only Promenade (Saunter Lane) and Pocket Park	The District CDD	The District CDD
Public Marina	The District CDD	The District CDD
Eastern and Southern Retaining Walls	The District CDD	The District CDD
The CRA Project		
Public Roadways (CRA)	The City of Jacksonville	The City of Jacksonville
Bulkhead	The City of Jacksonville	The City of Jacksonville
Riverwalk	The City of Jacksonville	The City of Jacksonville
Water Taxi Stop	The City of Jacksonville	The City of Jacksonville
City Parks (Central Riverfront Park, Northeastern Riverfront Park, Northwestern Riverfront Linear Park, and Marshfront Park)	The City of Jacksonville	The District CDD

*Pursuant to Section 6.6 of the RDA, the CDD may be selected to fund expenses for excess enforcement of parking regulations.

** Based on present expectations. Alternatively, the District may elect to enter into an agreement with the POA for the POA to maintain certain CDD improvements.

The CIP is and will be designed in accordance with applicable governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The opinion of probable construction cost estimates provided are reasonable to construct the required improvements and it is our professional opinion that the infrastructure improvements will serve as a system of improvements that benefit and add value to all lands within the CDD. The cost estimates are based on prices currently being experienced in the City of Jacksonville. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that there are no technical reasons known at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

Please note that the CIP as presented herein is based on current conceptual plans and market conditions which are subject to change. During development and implementation of the public infrastructure improvements as described for the CDD, it may be necessary to make modifications and/or deviations for the plans, and the CDD expressly reserves the right to do so.

6. Summary of Approvals

The following is a summary of approvals received, to date:

- The Downtown Investment Authority and Elements Development of Jacksonville, LLC entered into an Allocation of Development Rights Agreement, dated November 17, 2015. This Agreement assigned rights for development of up to 1,170 residential units, 200 hotel rooms, 288,500 square feet of commercial uses and 200,000 square feet of office uses within the CDD. These development rights were allocated in three separate phases (Phase I, Phase II, and Phase III). The Agreement specifies that the transportation mitigation requirements associated with the Phase I development rights have been satisfied.
- City of Jacksonville Mobility Fee Calculation Certificate (“**MFCC**”) number 90073.0 was issued for the project on December 23, 2015. The MFCC stipulates the transportation mitigation (Jacksonville Mobility Fee) requirements associated with development of the Phase II and III development rights within the CDD.
- A Site Rehabilitation Completion Order (“**SRCO**”) with conditions was provided for the Site by the FDEP on August 17, 2017. The SRCO stated that JEA had met the rehabilitation requirements for soil on the site based on the presence of a clean soil cap. The SRCO indicated that groundwater rehabilitation had been completed on the eastern portion of the property and that a groundwater contaminant plume on the western portion of the property is subject to a hydraulic containment system.
- The City of Jacksonville, The Downtown Investment Authority, and Elements Development of Jacksonville, LLC, entered into a Redevelopment Agreement that was

approved on June 12, 2018 with the Jacksonville City Council's enactment of Ordinance No. 2018-313-E.

- The U.S. Army Corps of Engineers ("**USACOE**") issued permit number SAJ-2003-01425 for the construction of 1,034 linear feet of new bulkhead along the CDD's frontage of the St. Johns River.
- The City of Jacksonville issued 10-set Construction Plan approval on October 25, 2019 for construction of the School Board parking lot and the extension of Prudential Drive across the School Board property to the District's western property boundary.
- The SJRWMD issued Environmental Resource permit number 18269-22 for construction of the School Board parking lot and the extension of Prudential Drive across the School Board property to the District's western property boundary.
- City of Jacksonville stormwater mitigation credits in the total amount of \$1,263,729 have been purchased by the CDD.

The following is a summary of anticipated approvals required, but not yet obtained, for development of the CDD CIP projects:

- City of Jacksonville 10-set approval
- JEA water and sewer utility approvals
- FDEP/JEA/City Environmental Quality Division ("**EQD**") water and sewer approvals
- SJRWMD Environmental Resource Permit ("**ERP**") approval
- JEA Electrical design approval
- FDEP bulkhead permit approval
- National Pollutant Discharge Elimination System ("**NPDES**") Notice of Commencement ("**NOC**")
- Submerged Land Lease approval for the public marina from the Board of Trustees of the Internal Improvement Trust Fund
- FDEP public marina permit approval
- USACOE public marina permit approval

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DISTRICT COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,875,000 AGGREGATE PRINCIPAL AMOUNT OF ITS DISTRICT COMMUNITY DEVELOPMENT DISTRICT (CITY OF JACKSONVILLE, FLORIDA) GRANT REVENUE AND SPECIAL ASSESSMENT BONDS, SERIES 2022 (THE “SERIES 2022 BONDS”); DETERMINING THE NEED FOR A NEGOTIATED PRIVATE PLACEMENT SALE OF THE SERIES 2022 BONDS AND PROVIDING FOR AN AWARD OF SUCH BONDS TO PRESTON HOLLOW CAPITAL, LLC (THE “PURCHASER”); APPOINTING THE PLACEMENT AGENT FOR THE PRIVATE PLACEMENT OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PLACEMENT AGREEMENT WITH RESPECT TO THE SERIES 2022 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE AND AN AGREEMENT TO ADVANCE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND APPOINTING A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2022 BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2022 BONDS; MAKING CERTAIN DECLARATIONS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, District Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and created by Ordinance No. 2018-563-E enacted by the City Council of the City of Jacksonville, Florida (the “City”) effective on October 23, 2018; and

WHEREAS, the City, the Downtown Investment Authority, a community redevelopment agency of the City (the “DIA”) and Elements Development of Jacksonville, LLC (the “Developer”) have entered into a Redevelopment Agreement, dated as of July 12, 2018, as amended as of May 4, 2021 (as such agreement may be further amended from time to time, the “Redevelopment Agreement”), with respect to the redevelopment of approximately 32.21 acres of land situated on the south bank of the St. Johns River in the City; and

WHEREAS, as contemplated in the Redevelopment Agreement, the District has executed a Joinder Agreement to the Redevelopment Agreement, dated as of April 23, 2019, in

the form attached as an exhibit to the Redevelopment Agreement, agreeing to be bound by the provisions therein relating to the District and the Developer; and

WHEREAS, pursuant to the Redevelopment Agreement the District was created for the purpose of delivering certain community development services and facilities within its jurisdiction, and undertaking the planning, financing, construction and/or acquisition of certain public infrastructure improvements described in the Redevelopment Agreement (the “CDD Infrastructure Improvements”); and

WHEREAS, pursuant to the Redevelopment Agreement the District, the City and the DIA have entered into an Interlocal Agreement, dated as of December 22, 2020 (“Interlocal Agreement”), to provide for construction of certain additional public infrastructure improvements by the CDD on behalf of the DIA (“CRA Infrastructure Improvements”), and may also be responsible for Cost Overruns (as defined in the Interlocal Agreement) and other costs and expenses; and

WHEREAS, to facilitate providing the CRA Infrastructure Improvements the DIA, the District and the Developer have entered into a CRA Infrastructure Improvements Costs Disbursement Agreement, both agreements dated as of December 22, 2020 (the Redevelopment Agreement, together with the Interlocal Agreement, the CRA Infrastructure Improvement Costs Disbursement Agreement, and all of the exhibits to each of the foregoing, together, being herein referred to as the “RDA Agreements”); and

WHEREAS, pursuant to the RDA Agreements, it is contemplated that the DIA will make a Recapture Enhanced Value grant (the “REV Grant”) to the District from its annual project revenues as additional security for repayment of the Bonds (hereinafter defined); and

WHEREAS, pursuant to the Act and Resolution No. 2019-31 duly adopted by the Board of Supervisors of the District on March 25, 2019 (the “Bond Resolution”), the Board of Supervisors has previously adopted and executed a Master Trust Indenture, dated as of December 1, 2020 (the “Master Indenture”), between the District and U.S. Bank National Association, as Trustee (the “Trustee”) and authorized the issuance, in one or more series, of not to exceed \$44,500,000 aggregate principal amount of its District Community Development District (City of Jacksonville, Florida) Grant Revenue and Special Assessment Bonds (collectively, the “Bonds”), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the CDD Infrastructure Improvements and/or a portion of the CRA Infrastructure Improvements (as well as certain other obligations that may be due under the RDA Agreements) (together, the District “Capital Improvement Plan” or “CDD CIP”), and as further detailed in the District Engineer’s Report dated February 25, 2019, as amended December 18, 2020 prepared by Kimley-Horn and Associates, Inc., as the District’s Engineer and approved by the Board of Supervisors of the District on March 25, 2019, and on December 14, 2020, as such report may be further amended (the “Engineer’s Report”), and in the RDA Agreements; and

WHEREAS, the Board of Supervisors of the District previously accepted a Master Special Assessment Methodology Report for the Issuance of Grant Revenue and Special

Assessment Bonds, dated March 25, 2019, and revised April 24, 2019, as supplemented by the Supplemental Special Assessment Methodology Report for a Master Lien and the Issuance of the Series 2020 Bonds, dated December 14, 2020, each prepared by DPF Management & Consulting, LLC, which report will be further supplemented by a Preliminary Supplemental Special Assessment Methodology Report for the Issuance of the Series 2022 Bonds, to be prepared by Wrathell, Hunt and Associates, LLC (collectively, the “Assessment Methodology Report”); and

WHEREAS, on October 26, 2020 the District duly adopted Resolution No. 2021-04, declaring the levy and collection of special assessments (the “Special Assessments”) pursuant to the Act, Chapter 197 and Chapter 170, Florida Statutes, indicating the location, nature and estimated cost of the improvements which cost is to be defrayed by the Special Assessments, providing the manner in which the Special Assessments will be made, designating the lands upon which the Special Assessments will be levied, and authorizing the preparation of a preliminary assessment roll; and

WHEREAS, on December 14, 2020 the District duly adopted Resolution No. 2021-08, authorizing, among other things, the issuance of, in one or more series, the not to exceed \$44,500,000 aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2020; and

WHEREAS, on December 14, 2020, the District adopted Resolution No. 2021-09, authorizing the undertaking of the CDD CIP, a portion of which was to be financed with the proceeds of the Series 2020 Bonds (hereinafter defined), as summarized in Schedule I attached to Resolution No. 2021-09 (the “Series 2020 Project”), and described in more detail in the Engineer’s Report, equalizing, approving, confirming and levying the Special Assessments on the property within the District benefited by the CDD CIP; and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution 2021-08, and that certain Master Trust Indenture, as amended by that certain First Supplemental Trust Indenture dated as of December 1, 2020, between the District and the Trustee, the District issued its first Series of Bonds, designated as the District Community Development District Grant Revenue and Special Assessment Bonds, Series 2020 (the “Series 2020 Bonds”), in the aggregate principal amount not to exceed \$35,625,000, the proceeds of which were used to provide funds for the payment of costs of the Series 2020 Project and were fully drawn down and

WHEREAS, the District has determined that it would be in the best interest of the landowners of the District for the District to issue, and the District has determined to issue: (i) its District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the “Series 2022 Bonds”) for the purpose of providing funds to pay a portion of the remaining costs of the Series 2020 Project not funded from the proceeds of the Series 2020 Bonds. Such project is referred to herein as the “Series 2022 Project”, and is included in the District Engineer’s current estimate of CDD CIP costs set forth in Schedule I hereto; and

WHEREAS, the Series 2022 Bonds constitute Bonds validated and confirmed by a final judgement of the Circuit Court of the Fourth Judicial Circuit of Florida, in and for Duval County, Florida, rendered on the 12th day of June, 2019; and

WHEREAS, the Series 2022 Bonds will be secured by Special Assessments levied and imposed on assessable land within the District in accordance with the Assessment Methodology Report and all REV Grant revenue received by the District, on a parity basis with the Series 2020 Bonds; and

WHEREAS, the District has received an offer for the private sale of the Series 2022 Bonds from Preston Hollow Capital, LLC (the “Purchaser”) through the efforts of FMSbonds, Inc., acting as placement agent (the “Placement Agent”), pursuant to a Bond Placement Agreement, to be dated prior to the date of issuance of the Series 2022 Bonds among the District, the Placement Agent and the Purchaser (the “Bond Placement Agreement”); and

WHEREAS, the Purchaser, the District, the Placement Agent and the Trustee agree that it would be preferable that the proceeds of the Series 2022 Bonds be advanced by the Purchaser to the Trustee and requisitioned by the District on a “draw-down” basis when needed for expenditure by the District; and

WHEREAS, this Resolution shall constitute the “Subsequent Resolution” as provided for in Section 11 of the Bond Resolution; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2022 Bonds and submitted to the Board of Supervisors of the District:

- (i) a form of the Second Supplemental Trust Indenture with respect to the Series 2022 Bonds, between the Trustee and the District attached hereto as Exhibit A (the “Second Supplemental Indenture”, and together with the Master Indenture, the “Indenture”) ; and
- (ii) the form of the Bond Placement Agreement, together with the form of a disclosure statement attached to the Bond Placement Agreement in accordance with Section 218.385, Florida Statutes attached hereto as Exhibit B;
- (iii) the form of an Agreement to Advance, by and among the Purchaser, the District, the Placement Agent and the Trustee attached hereto as Exhibit C;
- (iv) the form of the Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) to be entered into among the District, Wrathell, Hunt and Associates, LLC, as dissemination agent (the “Dissemination Agent”), and any landowner constituting an “Obligated Person” under the terms of the Continuing Disclosure Agreement, attached hereto as Exhibit D;

WHEREAS, any capitalized term used herein and not otherwise expressly defined herein shall have the meaning ascribed thereto in the Indenture.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District Community Development District, as follows:

Section 1. Authorization of Issuance of Series 2022 Bonds. There are hereby authorized and directed to be issued: the District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 for the purposes, among others, of (i) providing funds to pay all or a portion of the Series 2022 Project, (ii) funding certain reserves in respect of the Series 2022 Bonds, (iii) funding a portion of the interest coming due on the Series 2022 Bonds, and (iv) paying certain costs of issuance in respect of the Series 2022 Bonds. The Series 2022 Bonds shall be issued under and secured by the Indenture.

Section 2. Details of the Series 2022 Bonds. The District hereby determines that the Series 2022 Bonds shall mature in the amounts and at the times, shall bear interest at the rates, be redeemable at the redemption prices, as determined by the Chairman or Vice Chairman of the Board (the “Chairman”) or any member of the Board designated by the Chairman (a “Designated Member”), all in the manner consistent with the requirements of, and set forth in, the Bond Placement Agreement, and in a manner consistent with the requirements of the Bond Resolution and the Indenture.

Section 3. Indenture. The District hereby approves the form of and authorizes the execution and delivery of the Second Supplemental Indenture by the Chairman or Designated Member, and the Secretary or any Assistant Secretary of the Board of Supervisors (the “Secretary”) in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Second Supplemental Indenture attached hereto.

Section 4. Private Placement Sale. FMSbonds, Inc. is hereby designated as Placement Agent for the sale of the Series 2022 Bonds. The Series 2022 Bonds shall be sold through a private placement sale arranged by the Placement Agent, directly to the Purchaser. It is hereby determined by the District that a private placement sale of the Series 2022 Bonds to the Purchaser will best effectuate the purposes of the Act, is in the best interests of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions, and specifically, the complexity of the financing structure of the Series 2022 Bonds, and of the sources of revenues to be pledged for payment thereof, including the pledge of Special Assessments and REV Grant payments as security for the Series 2022 Bonds.

Section 5. Bond Placement Agreement. The District hereby approves the form of and authorizes the execution and delivery of the Bond Placement Agreement by the Chairman or Designated Member, and the Secretary in substantially the form thereof attached hereto as Exhibit B, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such

officer's approval and the District's approval of any changes therein from the form of Bond Placement Agreement attached hereto. The sale of the Series 2022 Bonds to the Purchaser by the District upon the terms and conditions set forth in the Bond Placement Agreement is hereby approved. The disclosure statements of the Placement Agent, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Placement Agreement, a copy of which is attached as an exhibit to the Bond Placement Agreement, will be entered into the official records of the District. The Bond Placement Agreement, in final form as determined by counsel to the District and the Chairman, may be executed by the District without further action by the District. The terms and other provisions of the Series 2022 Bonds set forth in the Bond Placement Agreement and Second Supplemental Indenture and the execution thereof by the District are hereby approved, subject to such changes as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes .

Section 6. Agreement to Advance. The District hereby approves the form of and authorizes the execution and delivery of the Agreement to Advance by the Chairman or Designated Member, and the Secretary in substantially the form thereof attached hereto as Exhibit C, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Agreement to Advance attached hereto.

Section 7. Continuing Disclosure. The District hereby approves the form of and authorizes the execution and delivery of a Continuing Disclosure Agreement by the Chairman or a Designated Member substantially in the form attached hereto as Exhibit D, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Continuing Disclosure Agreement attached hereto. Wrathell, Hunt and Associates, LLC is hereby appointed as the initial Dissemination Agent for the Series 2022 Bonds.

Section 8. Application of Bond Proceeds. The proceeds of the Series 2022 Bonds shall be applied in the manner required in the Second Supplemental Indenture.

Section 9. Engineer's Report. The Board hereby approves the Engineer's Report as amended and supplemented to date and authorizes any modifications to the Engineer's Report necessary in connection with the issuance of the Series 2022 Bonds, or any modifications to the Series 2022 Project.

Section 10. Assessment Methodology Report. The Board hereby approves the Assessment Methodology Report as amended and supplemented to date, and authorizes any modifications to the Assessment Methodology Report in connection with the Series 2022 Bonds, if such modifications are determined to be necessary in connection with the issuance of the Series 2022 Bonds or any modifications to the Series 2020 Project.

Section 11. Further Official Action; Ratification of Prior and Subsequent Acts.

The Chairman, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2022 Bonds, any documents required in connection with implementation of a book-entry system of registration, and any agreements in connection with maintaining the exclusion of interest on the Series 2022 Bonds from gross income of the holders thereof), and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chairman or any Designated Member may, among other things, change the date of any document accompanying this Resolution as an exhibit, or the series designation of the Series 2022 Bonds in the event of any delay in issuance of the Series 2022 Bonds. Execution by the Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or series designation. All of the acts and doings of such members of the Board of Supervisors, the officers of the District, and the agents, staff, consultants and/or employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 13. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 14. Open Meetings. It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

Section 15. Ratification of Bond Resolution. Except to the extent hereby modified, the Bond Resolution (Resolution No. 2019-31) of the District is hereby ratified, confirmed and approved in all respects.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED in Public Session of the Board of Supervisors of the District Community Development District, this 20th day of December, 2021.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary, Board of Supervisors

Chairman, Board of Supervisors

SCHEDULE I

**ESTIMATED COST SUMMARY
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
CDD INFRASTRUCTURE IMPROVEMENTS**

**Summary of the Opinion of Preliminary Probable Construction Costs for Capital
Improvements of the District Community Development District**

Description	Costs Opinion
CDD Project Costs	
Public Roadways (Prudential Drive Extension, Broadcast Place Re-alignment, Health Walk, Backbay Drive Cul-de-sac, and Marina Way) ⁽¹⁾	\$ 5,290,022
Parking Facilities (School Board Parking) ⁽²⁾	\$ 982,181
Potable Water	\$ 1,774,501
Sanitary Sewer	\$ 2,601,883
Earthwork Improvements ⁽³⁾	\$ 765,128
Stormwater Management ^{(3),(4)}	\$ 2,815,094
Landscaping and Irrigation	\$ 628,358
Lighting and Underground Electric	\$ 2,708,891
Pedestrian-only Promenade (Saunter Lane) and Pocket Park ⁽⁵⁾	\$ 0
Eastern and Southern Retaining Walls	\$ 500,000
Land Acquisition ⁽⁶⁾	\$ 3,330,000
CDD and CRA Work Product	\$ 9,264,200
Total CDD Project	\$ 30,660,258
CRA Project Costs⁽⁷⁾	
Riverfront Bulkhead	\$ 4,585,387

Schedule I

Southbank Riverwalk	\$ 2,935,477
New Boardwalk	\$ 1,960,000
Overland Trail	\$ 781,442
City Parks	\$ 10,251,915
Water Taxi Stop (Not included in CIP)	\$ 875,000
Prudential Drive Extension	\$ 1,473,836
Broadcast Place Extension	\$ 2,623,118
RiversEdge Boulevard	\$ 2,753,963
Total CRA Project	\$ 28,240,138
Total CDD and CRA Projects	\$ 58,900,396

Footnotes:

- (1) All financed roadways and rights-of-way will be open for public use without restriction. The costs for a minimum of 100 on-street public parking spaces is included in this category.
- (2) School Board public parking spaces.
- (3) Earthwork and grading on public property only.
- (4) Mitigation financed will not include any mitigation payments to non-governmental entities or mitigation work on private lands.
- (5) All financed roadways and rights-of-way will be open for public use without restriction.
- (6) CDD obtained an appraisal from Moody Williams Appraisal Group, dated December 14, 2020, for the land to be acquired by the CDD. The appraised value of the land, as documented in the appraisal, is \$5.59 million. Since the Developer's cost basis value of the land (\$3.33 million) is less than the appraised value, the CDD will pay for the land based on the cost basis value.
- (7) All CDD Project and CRA Project improvements are public improvements and will be open for public use, subject to District rules and/or City ordinances as appropriate. In the event that CDD Project costs are lower than expected, excess bond proceeds may be used to fund more than the stated amount of the CRA Project costs (bearing in mind that certain costs may be reimbursed by DIA with monies being returned to the applicable acquisition and construction account).

Source: CDD Engineer's Report prepared by Kimley-Horn and Associates, Inc., dated February 25, 2019, amended December 14, 2020, as further amended December 20, 2021.

Schedule I

EXHIBIT A

COPY OF SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL TRUST INDENTURE

between

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
(CITY OF JACKSONVILLE, FLORIDA)**

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated as of [_____] 1, 2022

**Authorizing and Securing
NOT TO EXCEED \$[8,875,000]
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT BONDS, SERIES 2022**

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EXHIBIT A	DESCRIPTION OF PROJECT
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THIS **SECOND SUPPLEMENTAL TRUST INDENTURE** (the “Second Supplemental Trust Indenture”), dated as of [_____] 1, 2022 between the **DISTRICT COMMUNITY DEVELOPMENT DISTRICT** (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (said national banking association and any bank or trust company becoming successor trustee under this Second Supplemental Trust Indenture being hereinafter referred to as the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and created by Ordinance No. 2018-563-E enacted by the City Council of the City of Jacksonville, Florida (the “City”) on October 23, 2018 (the “Ordinance”), for the purposes of delivering community development services and facilities to the District Lands (as defined below); and

WHEREAS, the premises governed by the Issuer (as further described in **Exhibit A** hereto, the “District” or “District Lands”) currently consist of approximately 32.21 gross acres of land located entirely within the boundaries of the City”) and within the City’s Southside Community Redevelopment Area (the “Redevelopment Area”); and

WHEREAS, in order to induce redevelopment within the Redevelopment Area, the City, the Downtown Investment Authority (the “DIA”), a community redevelopment agency of the City with jurisdiction over the Redevelopment Area and Elements Development of Jacksonville, LLC (the “Developer”) entered into a Redevelopment Agreement, dated July 12, 2018, as amended by that certain First Amendment to Redevelopment Agreement and CRA Infrastructure Improvements Costs Disbursements Agreement dated as of May 4, 2021 (the “First Amendment”) (collectively, the “Redevelopment Agreement”), under which the DIA has agreed to make certain payments in the form of a “Recapture Enhanced Value” grant (“REV Grant”) to the Trustee on behalf of the District derived annually from tax increment in the Redevelopment Area to finance the acquisition, construction and development of certain public infrastructure improvements defined in the Redevelopment Agreement (“CDD Infrastructure Improvements”); and

WHEREAS, the District has entered into a Joinder Agreement, dated as of April 23, 2019 with respect to the Redevelopment Agreement, whereby the District has agreed to be bound by the terms thereof; and

WHEREAS, pursuant to the Redevelopment Agreement the District, the City and the DIA have entered into an Interlocal Agreement, dated as of December 22, 2020 (“Interlocal Agreement”), to implement the procedures of the REV Grant, and, inter alia, to provide for construction of certain additional public infrastructure improvements by the CDD on behalf of the DIA (“CRA Infrastructure Improvements”); and

WHEREAS, the DIA, the District and the Developer have entered into a CRA Infrastructure Improvements Costs Disbursements Agreement, dated as of December 22, 2020, as

amended by that certain First Amendment (collectively, “Disbursement Agreement”) to provide for construction by the District of the CRA Infrastructure Improvements and funding by the DIA; and

WHEREAS, the Issuer has undertaken the acquisition and construction of the CDD Infrastructure Improvements pursuant to the Act for the special benefit of the District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2019-31 on March 25, 2019 (the “Original Authorizing Resolution”), authorizing the issuance of not to exceed \$44,500,000 in aggregate principal amount of its Grant Revenue and Special Assessment Bonds (the “Bonds”) to finance all or a portion of the planning, design, acquisition and construction costs of the Project (as defined herein) pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of the Master Indenture; and

WHEREAS, on December 14, 2020 the Issuer adopted Resolution No. 2021-09 (the “Original Award Resolution”), pursuant to which the Issuer authorized, among other things, the issuance of not exceeding \$44,500,000 in aggregate principal amount of the Series 2020 Bonds (hereinafter defined) to finance the acquisition and construction of the Project, specifying the details of the Series 2020 Bonds and awarding the Series 2020 Bonds to Preston Hollow Capital, LLC (the “Initial Beneficial Owner”); and

WHEREAS, on December 22, 2020 the Issuer issued its \$35,625,000 in aggregate principal amount of its District Community Development District Grant Revenue and Special Assessment Bonds, Series 2020 (the “Series 2020 Bonds”), pursuant to the Master Indenture and a First Supplemental Trust Indenture dated as of December 1, 2020 (hereinafter sometimes collectively referred to as the “Series 2020 Indenture”); and

WHEREAS, pursuant to the Original Authorizing Resolution, the Original Award Resolution, Resolution No. 2022-08 adopted by the Issuer on December 20, 2021 (the “Award Resolution”), the Master Indenture and this Second Supplemental Trust Indenture (the Master Indenture and this Second Supplemental Indenture are hereinafter sometimes collectively referred to as the “Series 2022 Indenture”), the Issuer has determined to issue \$[_____] aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the “Series 2022 Bonds”) secured on a parity basis with the Series 2020 Bonds in order to complete the Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2022 Bonds will be used for the purposes of (i) providing funds to pay the costs of completing the Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds, and (iv) paying the costs of issuance of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds will be secured by a pledge of Pledged Revenues (as hereinafter defined) to the extent provided herein, on a parity basis with the Series 2020 Bonds; and

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that to provide for the issuance of the Series 2022 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2022 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2022 Bonds by the Beneficial Owners (as hereinafter defined) thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption price or purchase price of (as the case may be) and interest on the Series 2022 Bonds issued hereunder on a parity basis with the outstanding Series 2020 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and, to the extent the same may be lawfully granted, any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Series 2022 Indenture with respect to the Series 2022 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Beneficial Owners of the Series 2022 Bonds issued and to be issued under this Second Supplemental Trust Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Trust Indenture) of any one Series 2022 Bond over any other Series 2022 Bond, all as provided in the Series 2022 Indenture, on a parity basis with the Beneficial Owners of the Series 2020 Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2022 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2022 Bonds and the Series 2022 Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Series 2022 Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Trust Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Trust Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Second Supplemental Trust Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Restated Acquisition Agreement (2022 Bonds) by and between the District and the Developer regarding the acquisition by the District of, and payment for, certain work product, improvements, and/or real property dated [____], 2022, effective as of August 26, 2019.

“Advance Direction Letter” has the meaning ascribed to such term in the Agreement to Advance.

“Agreement to Advance” means the Agreement to Advance dated as of [____], 2022, by and among the District, the Initial Beneficial Owner, the Trustee, and the Placement Agent, as amended or supplemented from time to time.

“Annual Redemption Date” shall mean August 1 of any calendar year.

“Arbitrage Certificate” shall mean that certain Arbitrage and Tax Certificate, including arbitrage rebate covenants, of the Issuer, dated [____], 2022, relating to certain restrictions on arbitrage under the Code with respect to the Series 2022 Bonds.

“Assessment Methodology” shall mean the District Community Development District Preliminary Master Special Assessment Methodology Report for a Master Lien and the Issuance of Grant Revenue and Special Assessment Bonds, approved by the Board of Supervisors of the District on May 20, 2019, as amended and supplemented by the Preliminary Supplemental Special Assessment Methodology Report for the Issuance of Grant Revenue and Special Assessment Bonds, Series 2022, Revised [____], 2022, and approved by the Board of Supervisors on [____], 2022.

“Assessment Resolutions” shall mean Resolution Nos. 2021-04 and 2022-[__] of the Issuer adopted on October 26, 2020 and [____], 2022, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2022 Bonds, on the date of issuance, denominations of \$5,000 and any integral multiple thereof; provided, however, that the Initial Beneficial Owner shall purchase the Series 2022 Bonds in minimum denominations of at least \$100,000 at the time of initial delivery. Upon initial delivery of the Series 2022 Bonds the Initial Beneficial Owner shall execute and deliver to the Issuer and the Placement Agent the investor letter in the form attached to the Placement Agreement as Exhibit H.

“CIP” shall mean the District’s capital improvement program, including stormwater management, collector roadways and related offsite improvements, water and wastewater systems, landscaping and entrance features, utilities, recreational facilities, marina and associated professional fees and is estimated to cost approximately \$[_____] as detailed in the Consulting Engineer’s Report.

“Collateral Assignment” shall mean the certain rights granted on instruments executed by the Developer in favor of the Issuer whereby all of the material documents necessary to complete the development planned by the Developer are collaterally assigned as security for the Developer’s obligation to pay the Series 2022 Special Assessments imposed against lands within the District owned by the Developer.

“Completion Agreement” shall mean the Agreement between the District and the Developer regarding the completion of the CIP dated [____], 2022.

“Consulting Engineer” shall mean Kimley-Horn and Associates, Inc., Jacksonville, Florida.

“Consulting Engineer’s Report” shall mean the Engineer’s Report prepared by the Consulting Engineer dated February 25, 2019 and approved by the Board of Supervisors of the District on March 25, 2019, as revised December 18, 2020 and [____], 2022, as further amended from time to time.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2022 Bonds, dated [____], 2022, by and among the Issuer, the dissemination agent named therein and the Developer, in connection with the issuance of the Series 2022 Bonds.

“County” shall mean Duval County, Florida.

“Declaration of Consent” shall mean that certain instrument executed by the Developer declaring consent to the jurisdiction of the District and the imposition of the Series 2022 Special Assessments.

“Defeasance Securities” shall mean, with respect to the Series 2022 Bonds, to the extent permitted by law, (a) cash deposits, and (b) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury) which are non-callable and non-prepayable.

“Developer” shall mean Elements Development of Jacksonville, LLC, and its successors and assigns.

“DIA” shall mean the Downtown Investment Authority, a community redevelopment agency on behalf of the City.

“Disbursement Agreement” shall mean the Disbursement Agreement defined in the preambles hereof.

“District Lands” or “District” shall mean the premises governed by the Issuer, consisting of approximately 32.21 gross acres of land located entirely within the Redevelopment Area located within the boundaries of the City, as more fully described in **Exhibit A** hereto.

“District Manager” shall mean Wrathell, Hunt and Associates, LLC, and its successors and assigns.

“Initial Advance” shall have the meaning given such term in Section 2.06(a) of this Second Supplemental Trust Indenture.

“Initial Beneficial Owner” means Preston Hollow Capital, LLC, as the initial purchaser of the Series 2022 Bonds arranged by the Placement Agent.

“Interest Payment Date” shall mean, prior to the Termination Date for the Project, the first Business Day of each month, commencing [_____] 1, 2022 and thereafter, shall mean August 1 and February 1 of each year.

“Interlocal Agreement” shall mean the Interlocal Agreement described in the preambles hereof.

“Majority Holder(s)” means the Beneficial Owner(s) of more than fifty percent (50%) in principal amount of the Outstanding Series 2022 Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of December 1, 2020, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2022 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2022 Bonds as specifically defined in this Second Supplemental Trust Indenture).

“Paying Agent” shall mean U.S. Bank National Association, and its successors and assigns as Paying Agent hereunder.

“Placement Agent” shall mean FMSbonds, Inc.

“Placement Agreement” shall mean the Bond Placement Agreement, dated as of [_____] 1, 2022 by and among the Issuer, the Initial Beneficial Owner and the Placement Agent, pursuant to which the Placement Agent arranged for the direct purchase of the Series 2022 Bonds by the Initial Beneficial Owner from the Issuer.

“Pledged Revenues” shall mean with respect to the Series 2022 Bonds (a) all revenues received by the Issuer from Series 2022 Special Assessments levied and collected on the assessable lands within the District benefitted by the Series 2022 Project, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement, (b) REV Grant payments received by the Trustee pursuant to the Redevelopment Agreement and the Interlocal Agreement and (c) all moneys on deposit in the Funds and Accounts established under the Series 2022 Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Account and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Series 2022 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Prepayment” shall mean the payment by any owner of property of the amount of Series 2022 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2022 Special Assessments. “Prepayments” shall include, without limitation, Series 2022 Prepayment Principal.

“Project” shall mean the portion or portions of infrastructure improvements, which shall include the CDD Infrastructure Improvements set forth in **Exhibit A**, and/or portions of the CRA Infrastructure Improvements (as well as certain other costs and expenses due under the Redevelopment Agreement, the Disbursement Agreement and the Interlocal Agreement), together with associated professional fees and incidental costs related thereto pursuant to the Act, to be acquired, constructed and/or financed by the Issuer from the proceeds of the Series 2020 Bonds and the Series 2022 Bonds, whether within or outside the District Lands, all as more specifically described in the Consulting Engineer’s Report.

“Recapture Enhanced Value Grant” or “REV Grant” shall mean the grant defined in Article 7 of the Redevelopment Agreement and referenced in Section 3 of the Interlocal Agreement, to be paid by the DIA to the Trustee in Annual Installments of Annual Project Revenues on each Annual Installment Due Date (as such terms are defined in Sections 7.2 and 7.3 of the Redevelopment Agreement).

“Redemption Price” shall mean the principal amount of any Series 2022 Bond plus the applicable premium, if any payable upon redemption thereof pursuant to this Second Supplemental Trust Indenture.

“Redevelopment Agreement” shall mean the Redevelopment Agreement described in the preambles hereof.

“Registered Owner” shall mean the person or entity in whose name any Series 2022 Bond is registered on the books of the Registrar.

“Registrar” shall mean U.S. Bank National Association and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date, or the date on which the principal of a Series 2022 Bond is to be paid.

“Resolution” shall mean, collectively, (i) The Original Authorizing Resolution, (ii) Resolution No. 2019-32 of the Issuer adopted on March 25, 2019, pursuant to which the Issuer authorized the issuance of not exceeding \$44,500,000 aggregate principal amount of its Bonds to finance the planning, financing, acquisition, construction, equipping and installation of the Project and declared its intent to reimburse itself from the proceeds of tax-exempt obligations for expenditures incurred in connection with the Project prior to the issuance of the Series 2022 Bonds, and (iii) the Original Award Resolution and (iv) Resolution No. 2022-08 of the Issuer adopted on December 20, 2021 (the “Award Resolution”), pursuant to which the Issuer authorized, among other things, the issuance of not exceeding \$[8,875,000] in aggregate principal amount of the

Series 2022 Bonds to complete the Project, specifying the details of the Series 2022 Bonds and awarding the Series 2022 Bonds to the Initial Beneficial Owner.

“Series 2022 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2022 Bond Redemption Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Bonds” shall mean the not to exceed \$[8,875,000] aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022, to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Second Supplemental Trust Indenture, and secured and authorized by the Master Indenture and this Second Supplemental Trust Indenture, on a parity basis with the Series 2020 Bonds with respect to the Pledged Revenues.

“Series 2022 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2022 General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Indenture” shall mean collectively, the Master Indenture and this Second Supplemental Trust Indenture.

“Series 2022 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

“Series 2022 Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2022 Special Assessments being prepaid pursuant to Section 4.05 of this Second Supplemental Trust Indenture or as a result of an acceleration of the Series 2022 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2022 Special Assessments are being collected through a direct billing method.

“Series 2022 Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2022 Project” shall mean the portion of the Project to be financed from the proceeds of the Series 2022 Bonds.

“Series 2022 Rebate Account” shall mean the Account so designated, established as a separate Account within the Rebate Fund pursuant to Section 4.01(j) of this Second Supplemental Indenture.

“Series 2022 Reserve Account” shall mean the Account so designated, established as a separate Account within the Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2022 Reserve Ratio” shall mean a fraction, the numerator of which shall be an amount equal to the lesser of (i) the maximum annual debt service on the Series 2022 Bonds, (ii) 125% of the average annual debt service on the Series 2022 Bonds, and (iii) 10% of the stated principal amount (or if the Series 2022 Bonds have more than a de minimis amount of original issue discount or premium, the issue price) of the Series 2022 Bonds (the “Size Limitation”), and the denominator of which shall be the outstanding par amount of the Series 2022 Bonds on the date of the final advance (taking into account the final advance). The Series 2022 Reserve Ratio shall remain fixed for the full term of the Series 2022 Bonds.

“Series 2022 Reserve Requirement” or “Reserve Requirement” shall mean, initially, the sum of \$[_____], and in connection with the final advance, an amount equal to:

(A) the principal amount outstanding of the Series 2022 Bonds, multiplied by the

(B) Series 2022 Reserve Ratio, provided, however, that in connection with any subsequent advance that is not the final advance, the amount deposited in the Series 2022 Debt Service Reserve Account shall not exceed the Size Limitation.

Amounts on deposit in the Series 2022 Debt Service Reserve Account in excess of the Reserve Requirement as of each Annual Redemption Date shall be released from the Series 2022 Reserve Account and be transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account. The Series 2022 Reserve Requirement will be determined as of each Annual Redemption Date. Amounts on deposit in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time.

“Series 2022 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Series 2022 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

“Series 2022 Special Assessments” shall mean the Special Assessments levied on the assessable lands within the District as a result of the Issuer’s acquisition and/or construction of the Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the methodology report relating thereto.

“Supporting Advance” shall mean a payment by the Developer or any third party on behalf of the Issuer (other than in connection with any Series 2022 Special Assessments-i.e. from a third

party provider of a Credit Facility) of Series 2022 Bond debt service in any Bond Year for which the annual installment of REV Grant payment was less than the Series 2022 Bond debt service for such Bond Year. For purposes hereof, “Bond Year” shall mean the annual period commencing on each August 1 and ending on July 31 of the following year, for so long as the Series 2022 Bonds remains Outstanding.

“Termination Date” shall have the meaning set forth in the Agreement to Advance.

“True-Up Agreement” shall mean the Agreement dated [____], 2022, by and between the Issuer and the Developer relating to the true-up of Series 2022 Special Assessments.

“The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2022 Bonds), refer to the entire Series 2022 Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chair or Vice Chair and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2022 BONDS

SECTION 2.01. Amounts and Terms of Series 2022 Bonds; Issue of Series 2022 Bonds; Draw-Down Bonds. No Series 2022 Bonds may be issued under this Second Supplemental Trust Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2022 Bonds that may be issued under this Second Supplemental Trust Indenture is expressly limited to not to exceed \$[8,875,000]. The Series 2022 Bonds shall be numbered consecutively from R-1 and upwards.

(b) The Series 2022 Bonds shall constitute a draw-down loan, as defined in Treasury Regulation Section 1.150-1(c)(4)(i). This Second Supplemental Indenture shall be construed, and the District, the Trustee, and the Beneficial Owners of the Series 2022 Bonds shall operate in a manner, consistent with such Regulation.

(c) Any and all Series 2022 Bonds shall be issued substantially in the form attached hereto as **Exhibit B**, with such appropriate variations, omissions and insertions as are permitted or required by the Series 2022 Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2022 Bonds upon execution of this Second Supplemental Trust Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2022 Bonds and deliver them as specified in the request.

(d) Draw-Down Provisions. Pursuant to the Agreement to Advance, the Initial Beneficial Owner will purchase the principal amount of the Series 2022 Bonds in installments in Authorized Denominations. Accordingly, the principal amounts of such Series 2022 Bonds that have been purchased by the Initial Beneficial Owner and are Outstanding at any given time may be less than the maximum aggregate principal amount of such Series 2022 Bonds authorized to be issued hereunder. In no event shall the aggregate principal amount of the Series 2022 Bonds so purchased ever exceed the maximum aggregate principal amount of such Series 2022 Bonds authorized to be issued hereunder. On the date of delivery of the Series 2022 Bonds, the Initial Advance shall be funded by the Initial Beneficial Owner in accordance with the terms of the Agreement to Advance and applied in accordance with Section 2.06(a) hereof.

Upon the receipt by the Trustee of the proceeds of the sale of such Series 2022 Bonds in installments from time to time, the Trustee shall deposit such proceeds as directed in the Advance Direction Letter received, in accordance with the Agreement to Advance, on or prior to such date of purchase.

The Trustee shall maintain in its books a record that shall reflect from time to time the purchase of Series 2022 Bonds in accordance with the provisions of this Indenture, which records shall (i) include the principal amount of the Series 2022 Bonds so purchased, the date of such purchase and the total principal amount of the Series 2022 Bonds then Outstanding, and (ii) be conclusive absent manifest error.

SECTION 2.02. Execution. The Series 2022 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2022 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2022 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2022 Bonds.

(a) The Series 2022 Bonds are being issued hereunder in order to provide funds for the purposes of (i) paying the costs of the planning, financing, acquisition, construction, equipping and installation of the Series 2022 Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds and (iv) paying the costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be designated “District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022,” and shall be issued as fully registered Bonds without coupons in Authorized Denominations.

(b) The Series 2022 Bonds shall be dated as of the date of initial delivery. Interest on each advance of Series 2022 Bond proceeds shall be payable on each Interest Payment Date to maturity or prior redemption.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the principal or Redemption Price of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2022 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Trust Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the payment of interest on the Series 2022 Bonds shall be made on each Interest Payment Date to the Registered Owners of the Series 2022 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Registered Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2022 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Registered Owner in whose name the Series 2022 Bond is registered at the close of business on a Special Record Date (as defined in the Master Indenture) to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Registered Owner as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Registered Owner of Series 2022 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Registered Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to

be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Registered Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2022 Bonds.

(a) The Series 2022 Bonds shall be issued as one fully registered bond maturing on August 1, 2040, bearing interest at the interest rate of 5.00% per annum, subject to the right of prior redemption in accordance with its terms.

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2022 Bond Proceeds.

(a) Initial Advance. The initial advance of Series 2022 Bond proceeds shall occur on the date of delivery of the Series 2022 Bonds and shall be in the aggregate principal amount of \$[_____] (the “Initial Advance”). From the net proceeds (principal amount less original issue discount, if any) of the Initial Advance:

(i) \$[_____] , which is an amount equal to the initial Series 2022 Reserve Requirement, shall be deposited in the Series 2022 Reserve Account of the Debt Service Reserve Fund;

(ii) \$[_____] , shall be deposited into the Series 2022 Interest Account and applied to pay a portion of the interest coming due on the Series 2022 Bonds through February 1, 20[23];

(iii) \$[_____] , shall be deposited into the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2022 Bonds; and

(iv) \$[_____] , shall be deposited into the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund which the Issuer shall cause to be applied only to the payment of the costs of the Series 2022 Project in accordance with Section 4.01(a) hereof, Article V of the Master Indenture and the terms of the Acquisition Agreement.

(b) Subsequent Advances. On each date after the Initial Advance on which Series 2022 Bonds are funded pursuant to the Agreement to Advance, upon the receipt by the Trustee of the proceeds of such Series 2022 Bonds, the Trustee shall deposit such proceeds as directed in the Advance Direction Letter received, in accordance with the Agreement to Advance, on or prior to such date of purchase.

SECTION 2.07. Book-Entry Form of Series 2022 Bonds. The Series 2022 Bonds shall be issued as one fully registered bond and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof and in the Master Indenture. The Series 2022 Bonds shall not be required to be presented for payment. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds (“Beneficial Owners”).

Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2022 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is Registered Owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and, in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2022 Bonds in the form of fully registered Series 2022 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2022 Bonds may be exchanged for an equal aggregate principal amount of Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2022 Bonds, and hereby appoints U.S. Bank National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and

exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank National Association as Paying Agent for the Series 2022 Bonds. U.S. Bank National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2022 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, including in particular Article III thereof, all the Series 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of this Second Supplemental Trust Indenture;
- (c) An executed original of the Agreement to Advance and the initial Advance Direction Letter;
- (d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Trust Indenture;
- (e) Executed copies of the Arbitrage Certificate, the True-Up Agreement, the Acquisition Agreement, Declaration of Consent, the Completion Agreement, the Continuing Disclosure Agreement and the Collateral Assignment; and
- (f) Copies of the fully executed and recorded, if applicable, Redevelopment Agreement, the Joinder to the Redevelopment Agreement, the Interlocal Agreement and the Disbursement Agreement.

Payment to the Trustee of the net proceeds of the Series 2022 Bonds shall be conclusive evidence that the foregoing conditions have been met to the satisfaction of the Issuer and the Placement Agent.

SECTION 2.10. Exchange of Series 2022 Bonds Upon the delivery to the Trustee of (a) the written direction of all of the Registered or Beneficial Owners of the Series 2022 Bonds presented for exchange, (b) an opinion of Bond Counsel substantially to the effect that the exchange described in this paragraph will not, in and of itself, cause interest on the Series 2022 Bonds received by the Registered Owner or Beneficial Owner thereof to be included in the gross income of such Registered Owner or Beneficial Owner for federal income tax purposes, and (c) all of the Outstanding Series 2022 Bonds presented for exchange, the Issuer shall execute and the Trustee shall authenticate and deliver, in exchange for such Series 2022 Bonds presented for exchange, one or more serial bonds and/or term bonds in such principal amounts, bearing interest at such rates (not to exceed the interest rate on the Series 2022 Bonds presented for exchange),

maturing on such dates (but not later than the stated maturity date of the Series 2022 Bonds) and being subject to redemption on such dates as are specified in such written direction of such owners; provided, however, that (i) the aggregate principal amount and accrued interest thereon of such serial bonds and/or term bonds shall be less than or equal to the aggregate principal amount and accrued interest thereon of all Series 2022 Bonds Outstanding presented for exchange immediately prior to such exchange, and (ii) the aggregate annual Debt Service Requirement for all remaining Fiscal Years of such serial bonds and/or term bonds shall be less than or equal to the aggregate annual Debt Service Requirement for all remaining Fiscal Years on the Series 2022 Bond Outstanding immediately prior to such exchange. All costs and expenses of such exchange, including the costs for new CUSIP numbers and DTC registration, the costs and expenses of the Issuer (including fees, costs and expenses of any attorneys or consultants retained by it in connection therewith), the costs and expenses of the Trustee (including fees, costs and expenses of any attorneys retained by it in connection therewith) and the fees, costs and expenses of Bond Counsel, shall be paid by the owners of the Series 2022 Bonds, and the District may require a deposit of funds in a reasonable amount or other reasonable security to ensure such payment is or will be made. The Series 2022 Bonds delivered to the Trustee in exchange for such serial bonds and/or term bonds shall be cancelled by the Trustee and destroyed.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2022 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2022 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2022 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2022 Bonds or portions of the Series 2022 Bonds to be redeemed by lot. Partial redemptions of Series 2022 Bonds shall, to the extent possible, be made in such a manner that the remaining Series 2022 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2022 Bond.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates specified below. Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

(a) Optional Redemption. The Series 2022 Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after [____] 1, [20__], at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of this Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account

to the Series 2022 Prepayment Subaccount as a result of such Series 2022 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of this Second Supplemental Trust Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Account and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of Section 4.01(a) hereof, not otherwise reserved to complete the Project, and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2022 Bonds are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on August 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2026	\$
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040*	

* Maturity. Assumes the full not to exceed Series 2022 Bond principal is drawn-down in accordance with the Agreement to Advance.

(d) Special Mandatory Redemption. The Series 2022 Bonds are subject to special mandatory redemption at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption on each Annual Redemption Date with any moneys on deposit in the Series 2022 Special Redemption Subaccount of the Series 2022 Bond Redemption Account on such date.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2022 Bonds under any provision of this Second Supplemental Trust Indenture or directed to redeem Series 2022 Bonds by the Issuer, the Trustee shall give or cause to be given to Registered Owners of the Series 2022 Bonds to be redeemed, notice of the redemption, as set forth in the form of Series 2022 Bond attached as **Exhibit B** hereto.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SERIES 2022 SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the “Series 2022 Acquisition and Construction Account”. Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Acquisition and Construction Account in the initial amount set forth in Section 2.06 of this Second Supplemental Trust Indenture, and in amounts as directed by the Initial Beneficial Owner pursuant to the Agreement to Advance from time to time, and such moneys, together with any moneys paid to the CDD by the DIA for such purpose, shall be applied as set forth in this Section 4.01(a) of this Second Supplemental Trust Indenture and Section 5.01 of the Master Indenture. Funds on deposit in the Series 2022 Acquisition and Construction Account shall only be requested by the Issuer to be applied to the Costs of the Project.

After the Completion Date for the Project, any moneys remaining in the Series 2022 Acquisition and Construction Account after retaining costs to complete the Project shall be transferred to the Series 2022 General Redemption Subaccount, as directed in writing by the Issuer or the District Manager, on behalf of the Issuer. Except as provided in Section 5.07 hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as **Exhibit C**, shall the Trustee withdraw moneys from the Series 2022 Acquisition and Construction Account. After no funds remain therein, the Series 2022 Acquisition and Construction Account shall be closed. The Trustee shall not be responsible for determining if the amounts in the Series 2022 Acquisition and Construction Account are allocable to the respective components of the Project.

Except with the consent of the Initial Beneficial Owner, the Trustee shall make no such transfers from the Series 2022 Acquisition and Construction Account to the Series 2022 General Redemption Subaccount if an Event of Default exists with respect to the Series 2022 Bonds of which the Trustee has notice as described in Section 11.06 of the Master Indenture or of which the Trustee has actual knowledge as described in Section 11.06 of the Master Indenture. Except as provided in Section 3.01(b)(iii) or Section 5.07 hereof, only upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as **Exhibit C**, shall the Trustee withdraw moneys from the Series 2022 Acquisition and Construction Account.

Pursuant to the Master Indenture, the Trustee shall establish a separate account within the Acquisition and Construction Fund designated as the “Series 2022 Costs of Issuance Account.” Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as **Exhibit C**, the Trustee shall withdraw moneys from the Series 2022 Costs of Issuance Account to pay the costs of issuing the Series 2022 Bonds. Six months after the issuance of the Series 2022 Bonds, any moneys remaining in the Series 2022 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2022 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2022

Bonds shall be paid from excess Pledged Revenues on deposit in the Series 2022 Revenue Account as provided in Section 4.02 FOURTH. After no funds remain therein, the Series 2022 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2022 Revenue Account.” REV Grant payments and Series 2022 Special Assessments (except for Prepayments of Series 2022 Special Assessments which shall be identified as such by the Issuer to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture. The Trustee may conclusively rely that unless expressly indicated in writing by the District as a Prepayment upon deposit thereof with the Trustee, REV Grant Payments and payments of Series 2022 Special Assessments are to be deposited into the Series 2022 Revenue Account.

(c) [RESERVED].

(d) Pursuant to Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2022 Interest Account.” Moneys deposited into the Series 2022 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Second Supplemental Trust Indenture, shall be applied for the purposes provided therein and used to pay interest on the Series 2022 Bonds.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the “Series 2022 Sinking Fund Account.” Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Second Supplemental Trust Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Trust Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “Series 2022 Reserve Account.” Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount set forth in Section 2.06 of this Second Supplemental Trust Indenture, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided in the Master Indenture and in this Section 4.01(f) and Section 4.05 of this Second Supplemental Trust Indenture. Notwithstanding any provisions in the Master Indenture to the contrary, the Issuer covenants not to substitute the cash and Investment Obligations on deposit in the Series 2022 Reserve Account with a Debt Service Reserve Insurance Policy or a Debt Service Reserve Letter of Credit. Except as provided in the next paragraph, all investment earnings on moneys in the Series 2022 Reserve Account shall remain on deposit therein.

On each Annual Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Series 2022 Reserve Requirement

for the Series 2022 Bonds to the Series 2022 General Redemption Subaccount of the Series 2022 Redemption Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2022 Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the “Series 2022 Bond Redemption Account” and within such Account, a “Series 2022 General Redemption Subaccount,” a “Series 2022 Optional Redemption Subaccount,” a “Series 2022 Prepayment Subaccount” and a “Series 2022 Special Redemption Subaccount” Except as otherwise provided in this Second Supplemental Trust Indenture regarding Prepayments or in connection with the optional redemption of the Series 2022 Bonds or the special mandatory redemption provided in Sections 3.01(d) and 4.02(f), moneys to be deposited into the Series 2022 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2022 General Redemption Subaccount.

(h) Moneys that are deposited into the Series 2022 General Redemption Subaccount (including all earnings on investments held therein) shall be used to call for the extraordinary mandatory redemption (i) in whole, pursuant to Section 3.01(b)(ii) hereof, the Outstanding amount of Series 2022 Bonds or (ii) in whole or in part pursuant to Section 3.01(b) (iii) hereof, the redeemed amount of Series 2022 Bonds equal to the amount of money transferred from the Series 2022 Acquisition and Construction Account pursuant to Section 3.01(b)(iii) and Section 4.01(a) hereof and (iii) from the Series 2022 Reserve Account pursuant to Section 4.01(a).

(i) Moneys in the Series 2022 Prepayment Subaccount (including all earnings on investments held in such Series 2022 Prepayment Subaccount) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) or Section 3.01(d) hereof an amount of Series 2022 Bonds equal to the amount of money transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) or Section 3.01(d) hereof. In addition, and together with the moneys transferred from the Series 2022 Reserve Account pursuant to paragraph (f) above, if the amount on deposit is not sufficient to redeem a principal amount of the Series 2022 Bonds in an Authorized Denomination, the Trustee shall be authorized to withdraw amounts from the Series 2022 Revenue Account to round-up the principal amount of such Series 2022 Bond to the nearest Authorized Denomination. Notwithstanding the foregoing, no transfers from the Series 2022 Revenue Account shall be made to pay interest on and/or principal of the Series 2022 Bonds for the redemption pursuant to Section 3.01(b)(i) if as a result the deposits required under Section 4.02 FIRST through FIFTH cannot be made in full. The Trustee may conclusively rely on the Issuer’s determination of what moneys constitute Prepayments.

(j) Moneys on deposit in the Series 2022 Special Redemption Subaccount (including all earnings on investments held in such Series 2022 Special Redemption Subaccount) pursuant to Section 4.02(f) shall be applied to redeem Series 2022 Bonds in accordance with Section 3.01(d) hereof.

(k) The Issuer hereby directs the Trustee to establish a separate account in the Rebate Fund designated as the “Series 2022 Rebate Account.” Moneys shall be deposited into the Series 2022 Rebate Account, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(l) Moneys on deposit in the Series 2022 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2022 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2022 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts, no later than July 15 of each year, commencing July 15, [2023], at the following times and in the following order of priority:

(a) FIRST, upon receipt, to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding Interest Payment Dates on August 1 and February 1, less any amount on deposit in the Series 2022 Interest Account not previously credited;

(b) SECOND, upon receipt, to the Series 2022 Sinking Fund Account, an amount equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such August 1, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

(c) THIRD, upon receipt, to the Series 2022 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Reserve Requirement for the Series 2022 Bonds;

(d) FOURTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2022 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds;

(e) FIFTH, any balance in the Series 2022 Revenue Account shall then be used for the purposes of rounding the principal amount of a Series 2022 Bond subject to Extraordinary Mandatory Redemption pursuant to Section 3.01(b)(i) hereof to an Authorized Denomination, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such transfer or deposit thereto;

(f) SIXTH, any balance of moneys remaining after making the foregoing deposits (the “Excess Revenues”) shall be applied as follows on the Annual Redemption Date:

(i) if no Supporting Advances are outstanding, or if the Trustee has been notified by the District Manager of a default under Section 9.3 of the Redevelopment Agreement as a result of the failure of the Issuer to complete the CDD Infrastructure Improvements in accordance with the performance schedule set forth as Exhibit J to the Redevelopment Agreement, as modified from time to time, then 100% of the Excess Revenues shall be transferred to the Series 2022 Special Redemption Subaccount of the Series 2022 Bond Redemption Account and used for the Special Mandatory Redemption of the Series 2022 Bonds pursuant to Section 3.01(d) hereof; and

(ii) If Supporting Advances are outstanding, provided no default has occurred under the Redevelopment Agreement then:

(A) An amount up to 50% of the Excess Revenues shall be used to reimburse any Supporting Advances, as determined by the District Manager, and

(B) Any remaining Excess Revenues shall be transferred to the Series 2022 Special Redemption Subaccount of the Series 2022 Bond Redemption Account, as directed in writing by the District Manager, and used for the Special Mandatory Redemption of the Series 2022 Bonds on the Annual Redemption Date pursuant to Section 3.01(d) hereof.

SECTION 4.03. Power to Issue Series 2022 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2022 Bonds, to execute and deliver the Series 2022 Indenture and to pledge the Pledged Revenues for the benefit of the Series 2022 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2022 Bonds, except as otherwise permitted under the Master Indenture and Section 5.05 hereof. The Series 2022 Bonds and the provisions of the Series 2022 Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Series 2022 Indenture and all the rights of the Owners of the Series 2022 Bonds under the Series 2022 Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Project to Conform to Consulting Engineer's Report. Simultaneously with the issuance of the Series 2022 Bonds, the Issuer will promptly proceed to construct or acquire the Project, as described in **Exhibit A** hereto and in the Consulting Engineer's Report relating thereto, pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of Series 2022 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2022 Special Assessments may, at its option, or as a result of acceleration of the Series 2022 Special Assessments because of non-payment thereof, shall, or by operation of law, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2022 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2022 Special Assessment, which shall constitute Series 2022 Prepayment Principal, plus, except as provided

below, accrued interest to the next succeeding Quarterly Redemption Date (or the first succeeding Quarterly Redemption Date that is at least 45 days after such prepayment, if such Prepayment is made within 45 calendar days before the next succeeding Quarterly Redemption Date, as the case may be), attributable to the property subject to Series 2022 Special Assessments owned by such owner. To the extent that such prepayments are to be used to redeem Series 2022 Bonds pursuant to Section 3.01(b)(i) hereof, in the event the amount on deposit in the Series 2022 Reserve Account will exceed the Series 2022 Reserve Requirement for the Series 2022 Bonds as a result of a prepayment in accordance with this Section 4.05(a) and the resulting extraordinary mandatory redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Trust Indenture of Series 2022 Bonds, the excess amount shall be transferred from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount, as a credit against the Series 2022 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2022 Reserve Account to equal or exceed the Series 2022 Reserve Requirement. The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2022 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date.

(b) Upon receipt of Series 2022 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official improvement lien book of the District that the Series 2022 Special Assessment has been paid in whole or in part and that such Series 2022 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2022 Special Assessments. The Series 2022 Special Assessments levied for each full year on Transferred Property shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the “Uniform Method”), unless the District determines that it is in its best interests to collect directly, or unless the District provides otherwise in accordance with the Assessment Resolutions. The Series 2022 Special Assessments levied on non-transferred lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the District determines that it is in its best interests to do so. Prior to an Event of Default, the election to collect and enforce Series 2022 Special Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Series 2022 Special Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2022 Special Assessments levied on Transferred Property shall be collected pursuant to the Uniform Method and Series 2022 Special Assessments levied on non-transferred lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, in each case unless the Trustee, acting at the direction of the Majority Holders of the Series 2022 Bonds Outstanding, provides written consent to a different method of collection. All Series 2022 Special Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2022 Special Assessments shall not be deemed to be delinquent unless and until they are not paid by the applicable Interest Payment Date with respect to which they have been billed. For purposes of this paragraph, “Transferred Property” refers to property that has been sold by the Developer to a third-party builder.

SECTION 5.02. Collection of REV Grant Payments The District shall collect the REV Grant payments as provided in the Interlocal Agreement and the Redevelopment Agreement, and shall use such payments in accordance with the Assessment Methodology to reduce or eliminate the billing and collecting of Series 2022 Special Assessments. REV Grant payments shall be used as provided in Section 7.2 of the Redevelopment Agreement and Section 4.02 hereof.

SECTION 5.03. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer and the Developer have executed and delivered a Continuing Disclosure Agreement in order to assist the Placement Agent in complying with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.04. Investment of Funds and Accounts. Except as otherwise provided in Article IV hereof, the provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2022 funds, accounts and subaccounts therein created hereunder.

SECTION 5.05. Additional Bonds.

(a) Limitations on Additional Bonds Secured by Special Assessments. The Issuer covenants not to issue any Additional Bonds or other debt obligations secured in whole or part by the Series 2022 Special Assessments, except for Additional Bonds to refund the Series 2022 Bonds which may be issued if, in addition to other conditions set forth in the Indenture, the following conditions are met:

(i) no Event of Default has occurred and is continuing with respect to any Outstanding Bonds; and

(ii) immediately after the issuance of such refunding Additional Bonds, the annual Debt Service Requirement on the then Outstanding Series 2022 Bonds and the proposed Additional Bonds in each fiscal year after the issuance of such refunding Additional Bonds will be less than the annual Debt Service Requirement on all Outstanding Series 2022 Bonds in each fiscal year, calculated for such Outstanding Series 2022 Bonds prior to the issuance of such refunding Additional Bonds.

The Issuer shall present the Trustee with a certification that the above conditions have been met, and the Trustee may rely conclusively upon such certification and shall have no duty to verify whether such conditions have been met. In the absence of such written certification, the Trustee is entitled to assume that such conditions have not been met. Other than as provided in the preceding paragraph, the Issuer also covenants that it will not issue any Additional Bonds or other debt obligations, including subordinated indebtedness, which are secured by REV Grant payments or by Special Assessments levied against District Lands, except as permitted in paragraph (b) below.

(b) Additional Bonds Secured by REV Grant Payments and Special Assessments or Additional Bonds Secured solely by Special Assessments. The Issuer may issue Additional Bonds which are secured by a lien upon REV Grant payments on parity with the lien of the Series 2022 Bonds and the Series 2020 Bonds thereon and Special Assessments (other than Series 2022 Special Assessments) (the “Additional Bond Special Assessments”) or Additional Bonds which are secured solely by a lien upon Additional Bond Special Assessments, to finance or complete the Project or refund any Outstanding Bonds previously issued pursuant to this paragraph (b) if, in addition to other conditions set forth in the Indenture, the following conditions are met:

(i) no Event of Default has occurred and is continuing with respect to any Outstanding Bonds; and

(ii) The Initial Beneficial Owner shall have consented to the issuance of such Additional Bonds.

The Issuer shall present the Trustee with a certification that the above conditions have been met, and the Trustee may rely conclusively upon such certification and shall have no duty to verify whether such conditions have been met. In the absence of such written certification, the Trustee is entitled to assume that such conditions have not been met.

(c) Additional Bonds Secured Solely by REV Grant Payments. The Issuer may issue TIF Bonds which are bonds secured solely by a lien upon REV Grant payments on a basis that is

senior to the Series 2022 Bonds, the Series 2020 Bonds and any other Bonds issued on parity with the Series 2022 Bonds and the Series 2020 Bonds to finance or complete the Project or refund any Outstanding Bonds if, in addition to other conditions set forth in the Indenture, the following conditions are met:

(i) The TIF Bonds shall be authorized, issued and secured by a separate trust indenture (“TIF Bond Indenture”);

(ii) The TIF Bonds and the TIF Bond Indenture shall have been validated by judgment of the Circuit Court of the Fourth Judicial Circuit of Florida, in and for Clay, Duval and Nassau Counties;

(iii) No Event of Default shall have occurred and be continuing with respect to any Outstanding Bonds or the Indenture;

(iv) The Initial Beneficial Owner shall have consented to the issuance of such TIF Bonds;

(v) Any amendments to the Redevelopment Agreement and the Indenture required in connection with the issuance of the TIF Bonds shall be in full force and effect.

SECTION 5.06. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

SECTION 5.07. Acknowledgement Regarding Series 2022 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Series 2022 Indenture, the Series 2022 Bonds are payable solely from the Pledged Revenues on a parity basis with the Series 2020 Bonds, and from any other moneys held by the Trustee under the Series 2022 Indenture for such purpose. Anything in the Series 2022 Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Pledged Revenues include, without limitation, all amounts on deposit in the Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay costs of the Project or otherwise) without the consent of the Majority Holders of the Series 2022 Bonds, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Project and payment is for such work, and (iii) the Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders of the Series 2022 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Series 2022 Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Series 2022 Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2022 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Trust Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2022 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Second Supplemental Trust Indenture. This Second Supplemental Trust Indenture amends and supplements the Master Indenture with respect to the Series 2022 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Trust Indenture by reference. To the maximum extent possible, the Master Indenture and the Second Supplemental Trust Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Second Supplemental Trust Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Second Supplemental Trust Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Trust Indenture are hereby incorporated herein and made a part of this Second Supplemental Trust Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2022 Bonds or the date fixed for the redemption of any Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bonds, and no other person is intended to be a third-party beneficiary hereof to be entitled to assert or preserve any claim hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, District Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Second Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

Attest:

By: _____

Name: [_____]

Title: Chair, Board of Supervisors

By:

Name: [_____]

Title: Secretary, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee, Paying Agent and Registrar**

By: _____

Name: James Audette

Title: Vice President

**EXHIBIT A
DESCRIPTION OF THE PROJECT**

**ESTIMATED COST SUMMARY
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
CDD INFRASTRUCTURE IMPROVEMENTS**

**Summary of the Opinion of Preliminary Probable Construction Costs for Capital Improvements of
the District Community Development District**

Description	Costs Opinion
CDD Project Costs	
Public Roadways (Prudential Drive Extension, Broadcast Place Re-alignment, Health Walk, Backbay Drive Cul-de-sac, and Marina Way) ⁽¹⁾	\$2,535,000
Parking Facilities (School Board parking) ⁽²⁾	\$1,478,000
Potable Water	\$870,000
Sanitary Sewer	\$1,784,000
Earthwork Improvements ⁽³⁾	\$1,188,000
Stormwater Management ^{(3),(4)}	\$1,727,000
Landscaping and Irrigation	\$1,521,000
Lighting and Underground Electric	\$1,618,000
Pedestrian-only Promenade (Saunter Lane) and Pocket Park ⁽⁵⁾	\$382,000
Land Acquisition ⁽⁶⁾	\$3,330,000
CDD and CRA Work Product	\$7,320,000
CDD Project Subtotal	\$23,753,000
Optional CDD Project Costs	
Optional Prudential Drive Extension (east of Marina Way)	\$563,000
Optional Off-street Marina/Riverfront Parking ⁽⁷⁾	\$2,500,000
Optional Public Marina	\$5,000,000
Optional CDD Project Subtotal	\$8,063,000

Total CDD Project with Optional Items	\$31,816,000
CRA Project Costs⁽⁸⁾	
Riverfront Bulkhead	\$9,573,000
Southbank Riverwalk	\$2,363,000
New Boardwalk	\$1,960,000
Overland Trail	\$600,000
City Parks	\$6,823,000
Water Taxi Stop (Not included in CIP)	\$875,000
Prudential Drive Extension	\$1,108,000
Broadcast Place Extension	\$1,603,000
Riverside Drive	\$1,628,000
Total CRA Project	\$26,533,000
Total with Optional Items	\$58,349,000

Footnotes:

- (1) All financed roadways and rights-of-way will be open for public use without restriction. The costs for a minimum of 100 on-street public parking spaces is included in this category.
- (2) School Board public parking spaces.
- (3) Earthwork and grading on public property only.
- (4) Mitigation financed will not include any mitigation payments to non-governmental entities or mitigation work on private lands.
- (5) All financed roadways and rights-of-way will be open for public use without restriction.
- (6) CDD obtained an appraisal from Moody Williams Appraisal Group, dated December 14, 2020, for the land to be acquired by the CDD. The appraised value of the land, as documented in the appraisal, is \$5.59 million. Since the Developer's cost basis value of the land (\$3.33 million) is less than the appraised value, the CDD will pay for the land based on the cost basis value.
- (7) The off-street marina/riverfront parking is included as an optional CDD Project cost as the Developer may, at its sole discretion, privately fund and construct these public parking spaces. The cost opinion for this item considers construction of one hundred interim off-street public parking spaces, if needed.
- (8) All CDD Project and CRA Project improvements are public improvements and will be open for public use, subject to District rules and/or City ordinances as appropriate. In the event that CDD Project costs are lower than expected, excess bond proceeds may be used to fund more than the stated amount of the CRA Project costs (bearing in mind that certain costs may be reimbursed by DIA with monies being returned to the applicable acquisition and construction account). The CRA Project costs contained above are consistent with the costs contained within the approved "The District – CRA Infrastructure Budget" summary table, dated December 18, 2020.

Source: CDD Engineer's Report prepared by Kimley-Horn and Associates, Inc., dated February 25, 2019, amended December 18, 2020, as further amended [____], 2022.

EXHIBIT B

[FORM OF SERIES 2022 BOND]

R-1

Not to Exceed \$[_____]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF JACKSONVILLE, FLORIDA
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT BOND,
SERIES 2022**

<u>Interest Rate</u> [_____]%	<u>Maturity Date</u> August 1, 20[___]	<u>Date of Original Issuance</u> [_____] , 2022	<u>CUSIP</u> 25484Y [_____]
----------------------------------	-------------------------------------------	----------------------------------------------------	--------------------------------

Registered Owner: CEDE & CO.

Maximum Principal Amount: Not to Exceed [_____] Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the District Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, the aggregate amount of all Series 2022 Bond proceeds advances made, or such lesser amount as shall be Outstanding hereunder from time to time, (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the Maturity Date set forth above. Interest on this Series 2022 Bond is payable by U.S. Bank National Association, in Orlando, Florida, as paying agent (said U.S. Bank National Association and/or any bank or trust company to become successor paying agent being herein called the “Paying Agent”) by check or draft made payable to the registered owner and mailed on each Interest Payment Date commencing [_____] 1, [20__] to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank National Association, as Registrar (said U.S. Bank National Association and any successor Registrar being herein called the “Registrar”) at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of this Series 2022 Bond is to be paid (the “Record Date”), provided, however presentation is not required for payment while this Series 2022 Bond is registered in book-entry-only form. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Series 2022 Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Series 2022 Indenture (defined below). Any capitalized term used in this Series 2022 Bond and not otherwise defined shall have the meaning ascribed to such term in the Series 2022 Indenture.

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES (AS DEFINED IN THE SECOND SUPPLEMENTAL TRUST INDENTURE) PLEDGED THEREFOR UNDER THE SERIES 2022 INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE CITY OF JACKSONVILLE, FLORIDA (THE “CITY”), DUVAL COUNTY, FLORIDA (THE “COUNTY”), THE STATE OF FLORIDA (THE “STATE”), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2022 BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE SERIES 2022 INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2022 SPECIAL ASSESSMENTS (AS DEFINED IN THE SECOND SUPPLEMENTAL TRUST INDENTURE) AND THE CITY DOWNTOWN INVESTMENT AUTHORITY (THE “DIA”) IS OBLIGATED UNDER THE REDEVELOPMENT AGREEMENT AND THE INTERLOCAL AGREEMENT TO MAKE REV GRANT PAYMENTS TO THE TRUSTEE AS PROVIDED THEREIN TO SECURE AND PAY THE SERIES 2022 BONDS. THE SERIES 2022 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE CITY, THE DIA, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Series 2022 Bond is the only one of an authorized issue of Series 2022 Bonds of the District Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”), Ordinance No. 2018-660-E enacted by the City Council of the City of Jacksonville, Florida effective on December 20, 2018 designated as “District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022” (the “Series 2022 Bonds”), in the aggregate principal amount Not to Exceed [_____] and 00/100 Dollars (\$[_____]) of like date, tenor and effect, except as to number, denomination, interest rate and maturity. The Series 2022 Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring the Series 2022 Project (as defined in the herein referred to Series 2022 Indenture). The Series 2022 Bonds shall be issued initially as one fully registered Series 2022 Bond in an Authorized Denomination, as set forth in the Series 2022 Indenture. The Series 2022 Bonds are issued under and secured by a Master Trust Indenture dated as of December 1, 2020 (the “Master Indenture”), as supplemented by a Second Supplemental Trust Indenture dated as of [_____] 1, 2022 (the “Second Supplemental Trust Indenture” and together with the Master Indenture, the “Series 2022 Indenture”), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Series 2022 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2022 Bonds issued under the Series 2022 Indenture, the operation and application of the Debt Service Fund, the Series 2022 Reserve Account within the Reserve Fund and other Funds and Accounts (each as defined in the Series 2022 Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Series 2022 Bonds, the levy and the evidencing and certifying for collection, of the Series 2022 Special Assessments, the terms and conditions of receipt of REV

Grant payments, the nature and extent of the security for the Series 2022 Bonds, the terms and conditions on which the Series 2022 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Series 2022 Indenture, the conditions under which such Series 2022 Indenture may be amended without the consent of the registered owners of the Series 2022 Bonds, the conditions under which such Series 2022 Indenture may be amended with the consent of the Majority Holders of the Series 2022 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2022 Bonds.

The owner of this Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Series 2022 Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the City, the DIA, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the City, the County, the State or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Series 2022 Bond or the making of any other sinking fund and other payments provided for in the Series 2022 Indenture, except for Series 2022 Special Assessments to be assessed and levied by the Issuer as set forth in the Series 2022 Indenture and REV Grant payments to be received by the Trustee pursuant to the Redevelopment Agreement and the Interlocal Agreement.

By the acceptance of this Series 2022 Bond, the owner hereof assents to all the provisions of the Series 2022 Indenture.

This Series 2022 Bond is payable from and secured by Pledged Revenues, as such term is defined in the Series 2022 Indenture, all in the manner provided in the Series 2022 Indenture. The Series 2022 Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Series 2022 Special Assessments to secure and pay the Series 2022 Bonds. The Indenture also provides for the payment of REV Grant payments by the DIA to the Trustee.

This Series 2022 Bond is subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2022 Bonds shall be made on the dates specified below. Upon any redemption of the Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase

occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

This Series 2022 Bond may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after February 1, [20__], at a Redemption Price equal to the principal amount of this Series 2022 Bond to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of this Series 2022 Bond to be optionally redeemed from each sinking fund redemption amount so that the remaining debt service on this Outstanding Series 2022 Bond is substantially level

Extraordinary Mandatory Redemption in Whole or in Part

This Series 2022 Bond is subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bond to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of the Second Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount as a result of such Series 2022 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the Second Supplemental Trust Indenture. If such redemption shall be in part, the Issuer shall select such principal amount of the Series 2022 Bond to be redeemed from each sinking fund redemption amount so that the remaining debt service on this Outstanding Series 2022 Bond is substantially level.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Account and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all of this Outstanding Series 2022 Bond and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Master Indenture.

(iii) upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of Section 4.01(a) of the Second Supplemental Trust Indenture, not otherwise reserved to complete the Project, and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account. If such redemption shall be in part, the Issuer shall select such principal amount of this Series 2022 Bond to be redeemed from each sinking fund redemption

amount so that the remaining debt service on this Outstanding Series 2022 Bond is substantially level.

Mandatory Sinking Fund Redemption

This Series 2022 Bond is subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on August 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of the principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2026	\$
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040*	

* Maturity. Assumes the full not to exceed Series 2022 Bond principal is drawn-down in accordance with the Agreement to Advance.

Special Mandatory Redemption.

This Series 2022 Bond is subject to special mandatory redemption, at a Redemption Price of 100% of principal amount plus accrued interest to the date of redemption on each Annual Redemption Date with any moneys on deposit in the Series 2022 Special Redemption Subaccount of the Series 2022 Bond Redemption Account on such date. If such redemption shall be in part, the Issuer shall select such principal amount of the Series 2022 Bond to be redeemed from each sinking fund redemption amount so that the remaining debt service on this Outstanding Series 2022 Bond is substantially level.

Notice of each redemption of the Series 2022 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Series 2022 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar, provided, however, notice of Special Mandatory Redemption shall be given not less than thirty (30) days prior to the redemption date. The Issuer may provide that any optional redemption of Series 2022

Bonds issued under the Series 2022 Indenture may be subject to certain conditions; provided that the notice of such conditional optional redemption must expressly state that such optional redemption is conditional and describe the conditions for such redemption. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Series 2022 Indenture, the Series 2022 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2022 Bonds or such portions thereof on such date, interest on such Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Series 2022 Indenture and the Owners thereof shall have no rights in respect of such Series 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Notwithstanding the foregoing, the Trustee is authorized to send conditional notice of redemption as provided in the Indenture.

Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Series 2022 Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Series 2022 Bond shall have no right to enforce the provisions of the Series 2022 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Series 2022 Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Series 2022 Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Series 2022 Indenture, the principal of all the Series 2022 Bonds then Outstanding under the Series 2022 Indenture may become and may be declared due and payable before the stated maturity thereof, with the interest accrued thereon.

Modifications or alterations of the Series 2022 Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Series 2022 Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Series 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Series 2022 Indenture, together with the interest accrued to the due date or date of redemption as applicable, the lien of such Series 2022 Bonds as to the Trust Estate with respect to

the Series 2022 Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Series 2022 Indenture.

This Series 2022 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State.

This Series 2022 Bond shall be issued initially pursuant to a book-entry-only system administered by The Depository Trust Company, New York, New York (“DTC”), which shall act as securities depository for the Series 2022 Bonds, with no physical distribution of Series 2022 Bonds to be made. Any provisions of the Indenture or this Series 2022 Bond requiring physical delivery of Series 2022 Bonds shall, under the book-entry-only system, be deemed to be satisfied by a notation on the records maintained by DTC of ownership interests of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds (“Beneficial Owners”).

This Series 2022 Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Series 2022 Bond is held in book-entry-only form Cede & Co. shall be considered the registered owner for all purposes hereof, including the payment of the principal of and interest on this Series 2022 Bond. Payment to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Series 2022 Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Series 2022 Indenture, the Series 2022 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2022 Bonds is exercised, the Issuer shall execute, and the Trustee shall authenticate and deliver a new Bond or Series 2022 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Series 2022 Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2022 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same

becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Series 2022 Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State applicable thereto, including particularly the Act, and that the issuance of this Series 2022 Bond, and of the issue of the Series 2022 Bonds of which this Series 2022 Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2022 Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Series 2022 Indenture, of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, District Community Development District has caused this Series 2022 Bond to be signed by the manual signature of the Chair of its Board of Supervisors and a facsimile of its seal to be imprinted hereon and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2022 Bond is one of the Series 2022 Bonds delivered pursuant to the within mentioned Series 2022 Indenture.

Date of Authentication: _____, 2022

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Series 2022 Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Fourth Judicial Circuit of Florida, in and for Clay, Duval and Nassau Counties, rendered on the 12th day of June, 2019.

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and
not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)
Under Uniform Transfer to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT BONDS, SERIES 2022
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture (collectively, the “Series 2022 Indenture”) dated as of [_____] 1, 2022 and each by and between the District and U.S. Bank National Association, as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: _____

FORMS OF REQUISITIONS

DISTRICT COMMUNITY DEVELOPMENT DISTRICT GRANT REVENUE AND SPECIAL ASSESSMENT BONDS, SERIES 2022 (Costs of Issuance)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Second Supplemental Trust Indenture (collectively, the "Series 2022 Indenture") dated as of [_____] 1, 2022 and each by and between the District and U.S. Bank National Association, as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2022 Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2022 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2022 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2022 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the services rendered, with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Responsible Officer

Date: _____

EXHIBIT B

FORM OF BOND PLACEMENT AGREEMENT

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
(CITY OF JACKSONVILLE, FLORIDA)**

**NOT TO EXCEED
\$8,875,000
GRANT REVENUE AND SPECIAL ASSESSMENT BONDS, SERIES 2022**

BOND PLACEMENT AGREEMENT

[_____], 2022

Board of Supervisors
District Community Development District
Jacksonville, Florida

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201

Ladies and Gentlemen:

In accordance with the terms and conditions and upon the basis of the representations, warranties and agreements set forth in this Bond Placement Agreement (the “**Placement Agreement**”), FMSbonds, Inc. (the “**Placement Agent**”) and Preston Hollow Capital, LLC (“**PHC**”), a Delaware limited liability company, hereby offer to enter into this Placement Agreement with District Community Development District (the “**District**”). The Placement Agent shall serve as the exclusive placement agent in the sale by the District of its Not to Exceed \$[8,875,000] Grant Revenue and Special Assessment Bonds, Series 2022 (the “**Bonds**”) to PHC, as purchaser thereof.

This offer shall, unless accepted by the District, acting through its Board of Supervisors (the “**Board**”), expire at 10:00 P.M. Eastern Time on the date hereof, unless previously withdrawn or extended in writing by the Placement Agent or PHC. This Placement Agreement shall be binding upon the District, PHC and the Placement Agent upon execution and delivery hereof. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Indentures (as such terms are hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Placement Agent hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as **Exhibit A**.

The District is located entirely within the *incorporated* area of the City of Jacksonville, Florida (the “**City**”) in Duval County, Florida (the “**County**”). The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the “**State**”), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the “**Act**”), and by Ordinance No. 2018-563-E, duly enacted by the City Council of the City on and effective on October 24, 2018 (the “**Ordinance**”). The Bonds are being issued pursuant to the Act and secured pursuant to the

provisions of a Master Trust Indenture dated as of December 1, 2020 (the “**Master Indenture**”), as supplemented by a Second Supplemental Trust Indenture dated as of [_____] 1, 2022 (the “**Second Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**” or “**Indentures**”), each by and between the District and U.S. Bank National Association, as trustee (the “**Trustee**”), and Resolution No. 2022-08 adopted by the Board of Supervisors of the District (the “**Board**”) on December 20, 2021 (the “**Bond Resolution**”). The Bonds are being issued for the primary purpose of generating net proceeds to finance certain infrastructure improvements as described in the Indenture (collectively, the “**Project**”). The Bonds are payable from and secured solely by the Pledged Revenues.

As further provided in the Indenture, the Pledged Revenues which secure the Bonds consist of (a) all revenues received by the District from the Series 2022 Assessments levied and collected on assessable lands within the District benefitted by the Project (the “**Series 2022 Assessments**”), (b) certain REV Grant payments (the “**REV Grants**”) received by the Trustee pursuant to (i) that certain Redevelopment Agreement dated as of July 12, 2018, as amended as of May 4, 2021 by that certain First Amendment to Redevelopment Agreement and CRA Infrastructure Improvements Costs Disbursement Agreement between the District, the City’s Downtown Investment Authority (the “**CRA**”), and Elements Development of Jacksonville, LLC, a Florida limited liability company (the “**Developer**”), and joined by the District pursuant to that Joinder Agreement dated as of April 23, 2019, (collectively, the “**Redevelopment Agreement**”) to be executed in connection with the issuance of the Bonds and pursuant to the Redevelopment Agreement, and (ii) that certain Interlocal Agreement between the District, the City and the CRA, dated as of _____, 2020 (the “**Interlocal Agreement**”), and (c) all moneys on deposit in the Funds and Accounts established under the Indenture created and established with respect to or for the benefit of the Bonds. The Series 2022 Assessments have been levied, or will by the time of Closing (as defined herein) on the Bonds have been levied and imposed by the District in accordance with Resolutions Nos. 2021-04, 2021-[_____] and 2022-[_____] adopted on October 26, 2020, December 14, 2020 and [_____] 2022, respectively (collectively, the “**Assessment Resolutions**”). The Bonds and the interest thereon do not constitute a debt of the State, the County, the City or any agency or political subdivision of the State other than the District.

The Bonds shall mature and shall bear interest as set forth in **Exhibit B** hereto.

The words “**Transaction Documents**” when used herein shall mean, individually and collectively, the following: this Placement Agreement; the Bonds; the Indentures; the Bond Resolution; the Assessment Resolutions, the Continuing Disclosure Agreement dated as of the Closing Date, by and among the District, the Developer, and Wrathell, Hunt and Associates, LLC, as dissemination agent (the “**Dissemination Agent**”), in substantially the form attached to the Bond Resolution (the “**Disclosure Agreement**”); the DTC Blanket Issuer Letter of Representations entered into by the District; the Restated Completion Agreement (2020 Bonds) by and between the District and the Developer dated as of the Closing Date (the “**Completion Agreement**”), the Restated Acquisition Agreement (2020 Bonds) by and between the District and the Developer and effective August 26, 2019 (the “**Acquisition Agreement**”), the Collateral Assignment Agreement (2020 Bonds) by and between the District and the Developer dated as of the Closing Date in recordable form (the “**Collateral Assignment**”), the True-Up Agreement (2020 Bonds) by and between the District and the Developer dated as of the Closing Date in recordable form (the “**True-Up Agreement**”), the Restated Declaration of Consent (2020 Bonds) (the “**Declaration of Consent**”), and the CRA Infrastructure Improvements Costs Disbursements Agreement between the District and the Developer (the “**Disbursement Agreement**”) and any and all other documents or instruments that evidence or are a part of the transaction referred to herein; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for, or contemplate authorization, execution, delivery, approval or performance by, such party.

All certifications made hereunder or to be made under any Transaction Document by an officer or representative of the District shall be made by such officer or representative in his or her capacity solely as an officer or representative of the District, on the District's behalf, and not in such person's individual capacity. All certifications made hereunder or to be made under any Transaction Document by an officer or representative of PHC shall be made by such officer or representative in his or her capacity solely as an officer or representative of PHC, on PHC's behalf, and not in such person's individual capacity.

1. Delivery of the Bonds. The Bonds shall be delivered to, or upon the order of, and purchased by, PHC at the purchase price as set forth in **Exhibit B** attached hereto, which amount may be payable in installments as set forth in Exhibit B attached hereto and as more specifically described in that certain Agreement to Advance between the District, PHC, the Trustee, and the Placement Agent dated as of [_____] 1, 2022] (the "**Agreement to Advance**"). **On the date of Closing, PHC shall only be obligated to pay the first installment of the Purchase Price as described in the Agreement to Advance and Exhibit B attached hereto.[will there be more than one advance?]**

The District, PHC and the Placement Agent acknowledge and agree that: (i) the primary role of the Placement Agent is to arrange for the sale and delivery of the Bonds to PHC in accordance with DTC's DWAC procedures (as described in Section 6 hereof), in an arm's-length commercial transaction between the District and PHC; (ii) the Placement Agent has financial and other interests that differ from those of the District and PHC; (iii) the Placement Agent is not acting as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), financial advisor, or fiduciary to the District or PHC; (iv) the Placement Agent has not assumed any advisory or fiduciary responsibility to the District or PHC with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or are currently providing other services to the District or PHC on other matters); (v) the only obligations the Placement Agent has to the District or PHC with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (vi) the District and PHC have consulted their own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate.

Notwithstanding the forgoing, the District, PHC, and the Placement Agent further acknowledge and agree that the Placement Agent, in addition to its primary role set forth in the immediately preceding paragraph, will use its best efforts to review the Disclosure Agreement in a manner substantially similar to other transactions involving the sale of municipal securities and as described in Section 3 hereof.

The District, PHC and the Placement Agent further acknowledge and agree that: (i) PHC is purchasing the Bonds for PHC's account in accordance with DTC's DWAC procedures (as described in Section 6 hereof), in an arm's-length commercial transaction between the District and PHC; (ii) PHC has financial and other interests that differ from those of the District and the Placement Agent; (iii) PHC is not acting as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), financial advisor, or fiduciary to the District or the Placement Agent; (iv) PHC has not assumed any advisory or fiduciary responsibility to the District or the Placement Agent with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether PHC has provided other services or are currently providing other services to the District or the Placement Agent on other matters); and (v) the only obligations PHC has to the District or the Placement Agent with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement.

2. **Purchase of the Bonds.** Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, and subject to the terms of the Indentures, PHC hereby agrees to purchase from the District, and the District hereby agrees to sell to PHC, all, but not less than all, of the Bonds.

The Bonds shall be issued in the principal amounts, shall have the maturities, shall be subject to the redemption provisions (if any) and shall bear interest at the interest rates per annum as set forth on **Exhibit B** hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Indenture.

The aggregate purchase price for the Bonds shall not exceed \$[_____] (representing an aggregate not to exceed principal amount of the Bonds equal to \$[_____] , less original issue discount of \$[_____] on such aggregate amount), which amount shall be payable in installments as described in the Agreement to Advance, the Indenture, and **Exhibit B** attached hereto. The District agrees to pay to the Placement Agent on the date of the Closing a fee in the amount of \$[_____] for services rendered under this Placement Agreement as part of the costs of issuance, with any additional fees that are payable to the Placement Agent when future installments of the Purchase Price are made to be made in accordance with the Agreement to Advance and the Indenture.

3. **Representations, Warranties and Agreements of the District.** The District hereby represents and warrants to the Placement Agent and PHC that:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act. Subject to completion of the assessment proceedings, the District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Transaction Documents, the Redevelopment Agreement, the Agreement to Advance, and the Interlocal Agreement; (iii) sell, issue and deliver the Bonds to PHC as provided herein; and (iv) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, and the Redevelopment Agreement. The District has complied or will have complied at the time of Closing, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, the Redevelopment Agreement, and the Bonds;

(b) At meetings of the Board that were (or will be) duly called and noticed and at which a quorum was (or will be) present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved, or will by Closing duly authorize and approve, the execution and delivery of the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, the Redevelopment Agreement, and the Bonds, has duly authorized and approved, or will by Closing duly authorize and approve, the performance by the District of the obligations on its part contained in the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, the Redevelopment Agreement, and the Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether

enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, and the Redevelopment Agreement, will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(c) The District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, and the Redevelopment Agreement, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, and the Redevelopment Agreement;

(d) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Bonds, or under the Bonds, the Bond Resolution, the Assessment Resolutions, Transaction Documents, the Agreement to Advance, the Interlocal Agreement, the Redevelopment Agreement, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(e) The descriptions of the Bonds, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, the Redevelopment Agreement, and the Project, conform in all material respects to the Bonds, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, the Redevelopment Agreement, and the Project, respectively;

(f) The Bonds, when issued, executed and delivered in accordance with the Indenture and when sold to PHC as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2022 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

(g) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof or the collection of the Series 2022 Special Assessments and the collection or the REV Grants by the CRA and distribution thereof to the Trustee or the pledge of and lien on the Series 2022 Pledged Revenues, pursuant to the Indentures; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Project, the Bond Resolution, the Assessment Resolutions, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, and Redevelopment Agreement, to which the District is a party; or (iv) contesting the federal tax status of the Bonds;

(h) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Placement Agent as the Placement Agent may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Placement Agent may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the private placement of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer.

(i) Since its inception, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Transaction Documents, the Agreement to Advance, the Interlocal Agreement, and the Redevelopment Agreement, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Bonds and the Indentures. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bonds, the Redevelopment Agreement, the Agreement to Advance, the Interlocal Agreement, or the Transaction Documents.

(j) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Bonds, the Agreement to Advance

the Interlocal Agreement, the Redevelopment Agreement, or the Transaction Documents, direct or contingent;

(k) The District is not now in default and has not been in default at any time after December 31, 1975 in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E- 400.003 of the Florida Department of Financial Services.

(l) Although the issuance of the Bonds is not subject to Rule 15c2-12 under the Securities Exchange Act, the District agrees to provide the financial and operating information and event notices to be provided by the District to the information repositories in the manner and to the extent required by the Disclosure Agreement.

(m) Any certificate signed by an authorized officer of the District and delivered to the Placement Agent and PHC shall be deemed a representation and warranty by the District to the Placement Agent and PHC as to the statements made therein.

(n) Prior to the Closing, the District will not take any action within or under its control that will cause any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District.

(o) Prior to the Closing, the District (i) shall not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or indirect, contingent or otherwise, except in the normal course of business, payable from or secured by any of the revenues or assets that will secure the Bonds without the prior approval of the Placement Agent, except with respect to the District's Series 2020 Bonds which are to be secured on a parity basis with the Bonds with respect to the Pledged Revenues (as defined in the **Indenture**) and (ii) shall take no action that would, at the time of such action or with the passage of time, cause the representations and warranties made in this Section to be untrue as of Closing.

(p) Any certificate, signed by any official of the District authorized to do so in connection with the transaction described in this Placement Agreement, shall be deemed a representation and warranty by the District to the Placement Agent and PHC as to the statements made therein.

(q) On the date of Closing, each of the representations and warranties of the District contained herein and in the Transaction Documents and all other documents executed by the District in connection with the Bonds shall be true, correct and complete.

4. **Representations, Warranties and Agreements of PHC.** PHC hereby represents and warrants to the Placement Agent and the District that:

(a) PHC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized by law to consummate the transaction to be consummated by it under this Placement Agreement. PHC has full right, power and authority to authorize, approve, enter into, execute and deliver this Placement Agreement and to perform such other acts and things as are provided for in this Placement Agreement.

(b) The execution and delivery by PHC of this Placement Agreement and compliance with the provisions thereof, do not conflict with or constitute on the part of PHC a breach of, or a default under, any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage or lease by which PHC is or may be bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of PHC, threatened against PHC wherein an unfavorable decision, ruling or finding would materially adversely affect the transaction contemplated hereby or the validity or enforceability in accordance with its terms of this Placement Agreement or the powers or authority of PHC.

(d) This Placement Agreement has been duly authorized by PHC and, when executed, shall constitute a valid and binding obligation of PHC enforceable against PHC in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally from time to time in effect and further subject to the availability of equitable remedies).

5. **Closing.** At 12:00 noon eastern standard time on [_____, 2022] (the "**Closing Date**"), or at such other time as shall have been mutually agreed upon by the District and the Placement Agent, the District will deliver, or cause to be delivered, to PHC (or to the Trustee if so directed by PHC), and PHC will accept such delivery and pay the purchase price of the Bonds as set forth in Section 2 and in the Agreement to Advance. Payment and delivery of the Bonds shall be made by electronic means or at such other place or other means as shall be directed by PHC and is herein called the "**Closing**."

Payment for the Bonds shall be made to the Trustee for the benefit of the District in immediately available funds or such other arrangement as shall be mutually agreeable on or before the Closing. The definitive Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("**DTC**"). Upon receipt of the purchase price of the Bonds by the Trustee for the benefit of the District, the District will deliver, or cause to be delivered, the Bonds to PHC through the facilities of DTC in accordance with the Deposit/Withdrawal at Custodian ("**DWAC**") procedures of DTC.

One fully-registered Bond in the principal amount of such maturity (as set forth in **Exhibit B**) will be deposited with DTC, or delivered to and held by the Trustee pursuant to the "FAST" procedures of DTC for the benefit of DTC, not less than one Business Day prior to the Closing. The Bonds shall be available for delivery in New York, New York, at DTC, in accordance with DTC's settlement procedures, or delivered to and held by the Trustee for the benefit of DTC, at the Closing.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by PHC to accept delivery of and pay for any Bonds.

6. **Events Permitting PHC to Terminate.** Subject to the provisions of this Section 7, PHC shall have the right to terminate this Placement Agreement by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal

Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of PHC, affects materially and adversely the market for the Bonds, or the terms generally of obligations of the general character and credit sold through a private placement of the Bonds; (ii) the District or the Developer has, without the prior written consent of PHC, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Developer, other than in the ordinary course of its business; or (iii) the District fails to adopt the Assessment Resolutions or fails to perform any material action to be performed by it in connection with the levy of Series 2022 Special Assessments and/or the use and receipt of the REV Grants.

7. **Conditions to Closing.** The obligations hereunder of each party hereto shall be subject to (i) the performance by the other parties of their respective obligations to be performed hereunder at and prior to the Closing, (ii) the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing, and (iii) the following conditions, including the delivery by the appropriate party or parties hereto or other entities of such documents as are enumerated herein:

(a) At the Closing, (i) the representations and warranties of the District and PHC contained in this Placement Agreement shall be true, complete and correct in all material respects as if made on and as of the date of Closing; (ii) each of the District and PHC shall have complied with all agreements and satisfied all the conditions on its part to be performed at or prior to the Closing; (iii) the Bonds shall have been duly executed, delivered and authenticated; (iv) the Transaction Documents, the Agreement to Advance, the Redevelopment Agreement, and the Interlocal Agreement shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Placement Agent, the District and PHC, the Closing in all events, however, to be deemed such approval; (v) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indentures and the Agreement to Advance; (vi) the District shall have duly adopted and there shall be in full force and effect such resolutions, including the Bond Resolution and the Assessment Resolutions as, in the opinion of Greenberg Traurig, P.A., Miami, Florida (herein called "***Bond Counsel***"), shall be necessary in connection with the transaction contemplated hereby; and (vii) the District shall have undertaken, pursuant to the Disclosure Agreement, to provide annual and quarterly reports and notices of certain events.

(b) At or prior to the Closing, the Placement Agent, PHC, and the District shall have received counterparts, copies or certified copies (as appropriate) of the following documents in such number as shall be reasonably required:

(1) **Bond Counsel Opinions.** The approving opinion of Bond Counsel, dated the date of Closing, in substantially the forms set forth on **Exhibit __** hereto, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel, addressed to the District, PHC, and the Placement Agent, as to the matters set forth on **Exhibit C** hereto and otherwise in form and substance acceptable to the District, PHC and the Placement Agent, and their respective counsel.

(2) **Opinion of Counsel to the District.** The opinion of Kutak Rock LLP, counsel to the District, dated the date of Closing, addressed to the District, the Placement Agent,

PHC, and the Trustee as to the matters set forth on **Exhibit D** hereto and otherwise in form and substance satisfactory to Bond Counsel, PHC, and the Placement Agent and their counsel.

(3)

(4) District's Closing Certificate. A certificate of the District, satisfactory in form and substance to the Placement Agent and PHC, dated the date of Closing and signed by signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board to the effect that (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) the District has complied with all of its obligations under the Transaction Documents, the Redevelopment Agreement, the Interlocal Agreement, and the Agreement to Advance, and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing (iv) the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; and (v) the District agrees to take all reasonable action necessary to collect the Series 2022 Assessments as described in the Indentures; as of its date, and as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(5) No Litigation Certificate. A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board;

(6) Trustee's Certificate/Trustee's Counsel Opinion. A customary authorization and incumbency certificate of the Trustee to the effect that it possesses all necessary powers and it has duly authorized and accepts its appointment to act as Trustee for the Bonds and an opinion, dated as of the Closing Date and addressed to PHC, the Placement Agent, and the District, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, the Placement Agent and its counsel, Disclosure Counsel and the District.

(7) Indentures. The Indentures duly executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board and by the Trustee and certified by the Secretary or an Assistant Secretary of the Board under seal.

(8) District Resolutions. A copy of each the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect.

(9) Ordinance. A copy of the Ordinance.

(10) Statutory Bond Issuance. Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes.

(11) Disclosure Agreement. The Disclosure Agreement duly executed by an authorized officer of the District, the Developer and the Dissemination Agent.

(12) Federal Tax Certificate. A certificate of the District, dated the date of the Closing, of an appropriate official of the District in form and substance satisfactory to Bond Counsel setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “*Code*”), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

(13) IRS Form 8038-G. Executed copies of Internal Revenue Service Form 8038-G relating to the Bonds.

(14) Investor Letter. An executed investor letter from PHC in substantially the form annexed as **Exhibit H** hereto.

(15) Other Certificates. Other certificates listed on a closing agenda to be approved by Bond Counsel, PHC, the District and the Placement Agent, and their respective counsel, including any certificates or representations of the District required in order for Bond Counsel to deliver its required opinions.

(16) Specimen Bonds. A specimen of the Bonds.

(17) Letter of Representations. The Letter of Representations between the District and DTC with respect to the Bonds.

(18) Receipt for Purchase Price. A receipt of the District for the purchase price of the Bonds.

(19) Developer Certificate; Opinion of Counsel to Developer. Certificate of the Developer dated as of the Closing Date, in substantially the form annexed as **Exhibit E-1** hereto and an opinion of Foley & Lardner LLP, Jacksonville, Florida, counsel to the Developer, dated as of the Closing Date, addressed to the District, PHC and the Placement Agent, in form and substance satisfactory to the Placement Agent, Placement Agent’s Counsel, PHC and their Counsel, Disclosure Counsel and District Counsel in substantially the form annexed as **Exhibit E-2** hereto.

(20) Certificate of Engineer. A certificate of the District’s consulting engineer, in the form annexed as **Exhibit F** hereto or otherwise in form and substance acceptable to Placement Agent, Placement Agent’s Counsel, PHC and their counsel, the District and their Counsel, and Disclosure Counsel.

(21) Copy of Engineer’s Report. A copy of the District Engineer’s Report dated February 25, 2019, as revised on December 18, 2020, and as supplemented [_____, 2022];

(22) Certificate of District Manager and Methodology Consultant. A certificate of the District Manager and Methodology Consultant, in the form annexed as **Exhibit G** hereto or otherwise in form and substance acceptable to Placement Agent, Placement Agent’s Counsel, PHC and their counsel, the District and their Counsel, and Disclosure Counsel.

(23) Copy of Special Assessment Methodologies. A copy of the District Community Development District Master Special Assessment Methodology Report for the

Issuance of Grant Revenue and Special Assessment Bonds, approved by the Board of Supervisors of the District on May 20, 2019, as amended and supplemented by the Supplemental Special Assessment Methodology Report for the Issuance of Grant Revenue and Special Assessment Bonds, Series 2022, Revised [_____, 2022], and approved by the Board of Supervisors on [_____, 2022] (collectively, the “Assessment Methodology”) and the Projection of Tax Increment Revenues for the Issuance of Grant Revenue and Special Assessments, dated [_____, 2022], as revised [_____, 2022] (the “TIF Report”);

(24) Acknowledgments from Mortgage Holders. Acknowledgments in recordable form by all mortgage holder(s), if any, in form and substance acceptable to Placement Agent, Placement Agent’s Counsel, District Counsel, and PHC and its counsel.

(25) Final Judgment and Certificate of No Appeal. A certified copy of the final judgment of the Circuit Court of the Judicial Circuit of Florida, in and for Duval County, Florida, validating the Bonds and appropriate certificate of no-appeal.

(26) Imposition of Special Assessments. The Restated Declaration of Consent (2022 Bonds) of the landowner/Developer.

(27) Maximum Interest Rate. Evidence of compliance by the District with the requirements of Sections 159.825 and 215.84, Florida Statutes.

(28) Miscellaneous Documents. Executed copies of each of the Transaction Documents, the Redevelopment Agreement, the Interlocal Agreement, and the Agreement to Advance in form and substance acceptable to the Placement Agent and its counsel, the District and District Counsel, Disclosure Counsel, Bond Counsel, and PHC and its counsel.

(29) Other Closing Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, PHC, the Placement Agent, or counsel to the District may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Placement Agent and PHC pursuant to this Placement Agreement shall be deemed to be in compliance with the conditions of this Placement Agreement if, but only if, in the judgment of PHC and the Placement Agent, they are satisfactory in form and substance. No condition contained in this Section shall be deemed to have been waived by PHC or the Placement Agent, unless the performance of such condition is expressly waived in a writing signed by the Placement Agent and PHC.

Unless performance is waived by the party or parties for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Placement Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Placement Agreement and unless otherwise waived, this Placement Agreement shall terminate and none of the Placement Agent, the District or PHC shall be under further obligation hereunder.

If the District shall be unable to satisfy the conditions to the obligations of PHC to purchase, to accept delivery of and to pay for the Bonds contained in this Placement Agreement, or if the obligations of PHC to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Placement Agreement, this Placement Agreement shall terminate and neither the Placement Agent nor the District shall be under any further obligation hereunder, except with regard to the respective

obligations of the District and the Placement Agent set forth in Sections 4 and 10 hereof shall continue in full force and effect.

8. **Survival of Representations, Warranties and Agreements.** All representations, warranties and agreements of the District shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (i) any investigations made by or on behalf of the Placement Agent and (ii) delivery of and payment for the Bonds pursuant to this Placement Agreement.

(a) **Expenses.** The District agrees to pay from the proceeds of the Bonds, and neither the Placement Agent nor PHC shall be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Transaction Documents (for distribution on or subsequent to the date of execution of this Placement Agreement); (ii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iii) the fees and disbursements of counsel to the District, the District Manager, Bond Counsel, Disclosure Counsel, the Developer's counsel as it relates to work incurred in connection with the Bonds, the District's methodology consultant, the District's Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (iv) the cost of recording in the Official Records of the County any Transaction Documents or other documents or certificates that are required to be recorded pursuant to the terms of this Placement Agreement. The costs identified above shall be paid by wire transfer of immediately available funds on the date of Closing upon submission of a requisition therefor to the Trustee. If the Bonds are sold to PHC by the District, the District shall pay out of the proceeds of the Bonds the fee of the Placement Agent, as set forth in Section 2 hereof.

(b) The Placement Agent agrees to pay all advertising expenses in connection with the Bonds, if any.

9. **No Third Party Beneficiaries.** This Placement Agreement is made solely for the benefit of the District, PHC (including the successors or assigns thereof) and the Placement Agent (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof.

10. **Notices.** Any notice or other communication to be given to any of the parties hereto under this Placement Agreement may be given by delivering the same in writing at the corresponding address set forth below.

To the District:

District Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, suite 410W
Boca Raton, Florida 33431
Attention: [_____]]
email: [_____]]

To the Placement Agent:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180
Attention: Jon Kessler
email: jkessler@fmsbonds.com

To PHC:

Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
Attention: Ramiro Albarran
email: ralbarran@phcllc.com

11. **Successors.** This Placement Agreement is made for the benefit of the District, the Placement Agent and PHC (including the successors or assigns thereof) and no other person shall acquire or have any rights hereunder or by virtue hereof.

12. **Governing Law.** This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. **Effectiveness.** This Placement Agreement shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Placement Agreement and any prior contract between the parties hereto, the provisions of this Placement Agreement shall govern.

14. **Section Headings.** Section headings have been inserted in this Placement Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Placement Agreement and will not be used in the interpretation of any provisions of this Placement Agreement.

15. **Severability.** If any provision of this Placement Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision or provisions of any Constitution, statute, rule of public policy or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Placement Agreement invalid, inoperative or unenforceable to any extent whatever.

16. **No Personal Liability.** None of the members of the Board, nor any officer, agent, manager, lawyer, attorney, or employee of the District, shall be charged personally by the Placement Agent or PHC with any liability, or be held liable to the Placement Agent or PHC under any term or provision of this Placement Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Placement Agreement.

17. **Entire Agreement.** This Placement Agreement represents the entire agreement among the District, PHC and the Placement Agent with respect to the conduct of the delivery and sale of the Bonds.

18. **Counterparts.** This Placement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature Page to Follow]

This Placement Agreement shall become a binding agreement among the District, PHC, and the Placement Agent when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

FMSBONDS, INC., as Placement Agent

By: _____
Name: _____
Title: _____

PRESTON HOLLOW CAPITAL, LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to this
[] day of [], 2022.

**THE DISTRICT COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

[_____], 2022

District Community Development District
City of Jacksonville, Florida

Re: Not to Exceed \$[8,875,000] District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the “Bonds”)

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the Bonds, FMSbonds, Inc. (the “Placement Agent”), pursuant to a Bond Placement Agreement dated [_____], 2022 (the “Placement Agreement”), among the Placement Agent, Preston Hollow Capital, LLC (“PHC”) and District Community Development District (the “District”), furnishes the following disclosures to the District:

1. The Placement Agent is acting as placement agent to the District for a private placement of the Bonds. The Placement Agent is acting as an agent on a best efforts basis and not as a principal. PHC is purchasing the Bonds directly from the District for PHC’s account and will making an initial advance on the Bonds in accordance with an Agreement to Advance. The total anticipated fee to be paid to the Placement Agent pursuant to the Placement Agreement is \$[_____] and will be payable from costs of issuance in installments, and in accordance with the Agreement to Advance, with an initial portion of the fee to be paid at closing of the Bonds in the amount of \$[_____].
2. The total underwriting discount paid to the Placement Agent pursuant to the Placement Agreement is approximately \$0 per \$1,000.00 or \$0.
3. No expenses incurred by the Placement Agent are being reimbursed by the District.
4. There are no “finders” as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.
5. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Placement Agent, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Placement Agent, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Placement Agent for the purposes of influencing any transaction in the purchase of the Bonds are: None.
6. The nature and estimated amounts of expenses to be incurred by the Placement Agent in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.
7. The management fee charged by the Placement Agent is: \$0/\$1,000 or \$0.

8. Any other fee, bonus or other compensation estimated to be paid by the Placement Agent in connection with the Bonds to any person not regularly employed or retained by the Placement Agent in connection with the Bonds is as follows: None.

Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Bonds:

The District is proposing to issue Not to Exceed \$[] aggregate amount of the Bonds for the purposes of: (i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project, (ii) funding a deposit to the Series 2022 Reserve Account in the amount of the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Bonds, and (iv) paying the costs of issuance of the Bonds. This debt or obligation is expected to be repaid over a period of approximately []. With the assumption that \$[] of the Bonds are drawn on [], 2022] and the balance (\$[]) are drawn on [], 20__], at a net interest cost of approximately []% for the Bonds, total interest paid over the life of the Bonds will be \$[].

The source of repayment for the Bonds is the Series 2022 Special Assessments, imposed and collected by the District, as may be modified and/or reduced over time in accordance with certain REV Grants to be received by the Trustee in accordance with the Redevelopment Agreement, the Interlocal Agreement, and the Indenture. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will initially result in approximately \$[] (representing the average annual debt service payments due on the Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Series 2022 Special Assessments in the amount of the principal of and interest to be paid on the Bonds and provided further that, the application of the REV Grants as provided in the Interlocal Agreement, the Redevelopment Agreement, the Indenture, and the Assessment Methodology are expected to reduce the amount of Series 2022 Assessments levied and collected annually when certain conditions are met.

[Signature Page to Follow]

The name and address of the Placement Agent is:

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180

Sincerely,

FMSBONDS, INC.

By: _____
Name: _____
Title: _____

SCHEDULE I

Expenses for Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$[_____]
CUSIP	[_____]
DTC	[_____]
FINRA/SIPC	[_____]
MSRB	[_____]
Travel/Calls	[_____]
DALCOMP Wire	[_____]
TOTAL:	<u>\$[_____]</u>

EXHIBIT B

TERMS OF SERIES 2022 BONDS

1. **Purchase Price:** Not to Exceed \$[8,875,000] payable in installments in the amount and on the dates set forth in the Indenture and the Agreement to Advance.

2. **Basic Bond Terms:**
 - (a) Date of the Bonds: [_____], 2022 for initial advance
 - (b) Interest Payment Dates: prior to the Termination Date for the Project (as defined in the Indenture), the first Business Day of each month, commencing [_____] 1, 20[22], and thereafter, shall mean August 1 and February 1 of each year.
 - (c) Aggregate Not to Exceed Principal Amount of Bonds: \$[_____]
 - (d) Maturity Date for Bonds: [August] 1, 20[__]
 - (e) Interest Rate for Bonds: [__]% per annum payable in the amount of Bond principal which has been advanced in accordance with the Indenture and the Agreement to Advance.
 - (f) Initial Advance of Purchase Price: \$[_____] (representing \$[_____] principal par amount of the Series 2022 Bonds to be advanced on the date of Closing and \$[_____] of original issue discount allocable to such amount) and subsequent advances of the Purchase Price to be paid in accordance with the Indenture and the Agreement to Advance.

3. **Redemption Provisions:**

Optional Redemption

The Series 2022 Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole or in part, at any time, on or after [February] 1, 20[___], at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date through which interest has been paid to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on August 1, 20[___] are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on August 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a Redemption Price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
2022	\$[_____]
2023	[_____]
2024	[_____]
2025	[_____]
2026	[_____]
2027	[_____]
2028	[_____]
2029	[_____]
2030	[_____]
2031	[_____]
2032	[_____]
2033	[_____]
2034	[_____]
2035	[_____]
2036*	[_____]

*Maturity. Sinking Fund schedule assumes that balance of not to exceed Series 2022 Bond principal not advanced as part of the Purchase Price on the date of Closing is drawn by the District on [_____, 20[___]].

Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

- (i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the payment in whole or in part of Series 2020 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of the First Supplemental Trust Indenture, together with any excess moneys transferred by the Trustee from the Series 2022 Reserve Account to the Series 2022 Prepayment Subaccount as a result of such Series 2022 Prepayment and pursuant to Sections 4.01(f) and 4.05(a) of the Second Supplemental Trust Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2022 Rebate Fund and the Series 2022 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) Upon the Completion Date, from any funds remaining on deposit in the Series 2022 Acquisition and Construction Account in accordance with the provisions of Section 4.01(a) of the First Supplemental Indenture, not otherwise reserved to complete the Project, and transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1, and November 1 of any calendar year.

[Remainder of page intentionally left blank.]

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[_____], 2022

District Community Development District
City of Jacksonville, Florida

Preston Hollow Capital, LLC
Dallas, Texas

FMSbonds, Inc.
North Miami Beach, Florida

Re: Not to Exceed \$8,875,000 District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the "Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to District Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its Not to Exceed \$[8,875,000] original aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the "Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Bonds. The Bonds are secured pursuant to that certain Master Trust Indenture, dated December 1, 2020 (the "Master Indenture"), as supplemented and amended by that certain Second Supplemental Trust Indenture, dated as of [_____] 1, 2022 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture") by and between the District and U.S. Bank National Association, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Placement Agreement dated [_____] 2022 (the "Purchase Agreement"), for the purchase of the Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Agreement.

Based upon the forgoing, we are of the opinion that:

1. The sale of the Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.
2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and Preston Hollow Capital, LLC (the “Purchaser”) and FMSbonds, Inc. (the “Placement Agent”) in connection with the Bonds or by virtue of this letter. This letter is delivered to the Purchaser and the Placement Agent solely for their benefit as Purchaser and Placement Agent, respectively, of the Bonds and may not be used, circulated, quoted or otherwise referred to or relied upon by the Purchaser or the Placement Agent for any other purpose or by any other person other than the addressees hereto.

Very truly yours,

EXHIBIT D

OPINION OF DISTRICT COUNSEL

[_____], 2022

District Community Development District
City of Jacksonville, Florida

Preston Hollow Capital, LLC
Dallas, Texas

FMSbonds, Inc.
North Miami Beach, Florida

U.S. Bank, National Association
Orlando, Florida

Re: Not to Exceed \$[8,875,000] District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022

Ladies and Gentlemen:

We serve as counsel to the District Community Development District (the "District"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its Not to Exceed \$[8,875,000] District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the "Bonds"). This letter is delivered to you pursuant to Section 3.01(2), of the Master Indenture (defined below), Section 2.09(c) of the Second Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 2018-563-E, duly enacted by the City Council of the City of Jacksonville, Florida (the "City") and effective on October 24, 2018 ("**Establishment Ordinance**");
2. the *Master Trust Indenture*, dated as of December 1, 2020 ("**Master Indenture**"), as supplemented with respect to the Series 2022 Bonds by the *Second Supplemental Trust Indenture*, dated as of [January 1, 2022] ("**Second Supplemental Trust Indenture**" and, together with the Master Indenture, "**Series 2022 Indenture**"), each by and between the District and U.S. Bank National Association, as trustee ("**Trustee**");
3. Resolution 2022-[__] adopted by the District on December 20, 2021 ("**Bond Resolution**");
4. "*The District Community Development District Engineer's Report for Capital Improvements*" dated January 3, 2019, as amended and supplemented by the "Supplemental Engineer's Report for Capital Improvements" dated December 18, 2020, as further supplemented by the [_____] dated [_____, 2022] ("**Engineer's Report**"), which describes among other things, the "**Project**";

5. *Master Special Assessment Methodology Report for the Issuance of Grant Revenue and Special Assessment Bonds*, adopted May 20, 2019, as supplemented by the [*Supplemental Special Assessment Methodology Report*], dated _____, 2022 (collectively, "**Assessment Methodology**");
6. Resolution Nos. _____, _____, _____ and _____ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**"), securing the Bonds;
7. the *Final Judgment* issued on June 12, 2019, by the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida in Case No. ____ and the Certificate of No Appeal issued therefor;
9. certain certifications by FMSbonds, Inc. ("**Placement Agent**"), as Placement Agent for the sale of the Bonds;
10. certain certifications of Kimley-Horn & Associates, Inc., as District Engineer;
11. certain certifications of Wrathell, Hunt and Associates, LLC, as District Manager, Assessment Consultant and Financial Advisor;
12. general and closing certificate of the District;
13. an opinion of Greenberg Traurig, P.A. ("**Bond Counsel**"), issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Holland & Knight, LLP ("**Trustee Counsel**"), issued to the District, Preston Hollow Capital, LLC, and the Placement Agent in connection with the sale and issuance of the Bonds;
15. an opinion of Foley & Lardner LLP, counsel to the Developer (defined herein), issued to the District, Preston Hollow Capital, and the Placement Agent in connection with the sale and issuance of the Bonds;
16. the following agreements ("**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated [_____, 2022], by and among the District and Elements Development of Jacksonville, LLC, a Florida limited liability company (collectively, the "**Developer**"), and a dissemination agent;
 - (b) the Bond Placement Agreement between the Placement Agent, Preston Hollow Capital, LLC and the District and dated [_____, 2022] ("**BPA**");
 - (c) the Acquisition Agreement (2020 Bonds), between the District and the Developer and dated December 22, 2020;
 - (d) the Completion Agreement (2020 Bonds), between the District and the Developer and dated December 22, 2020;
 - (e) the True-Up Agreement (2020 Bonds), between the District and the Developer and dated December 22, 2020;
 - (f) the Collateral Assignment and Assumption Agreement (2020 Bonds), between the District, the Developer and dated December 22, 2020;
 - (g) the Disbursement Agreement between the District and the Developer dated as of [_____, 2022]
 - (h) Redevelopment Agreement between the District, the City's Downtown Investment Authority (the "CRA"), and Developer, and joined by the District pursuant to that Joinder Agreement dated as of April 23, 2019 (collectively, the "Redevelopment Agreement")
 - (i) Interlocal Agreement between the District, the City and the Downtown Investment Authority dated as of ____ (the "Interlocal Agreement")
 - (j) the Agreement to Advance between the District, Preston Hollow Capital, LLC, the Trustee, and the Placement Agent dated as of [_____] 1, 2022.
17. Declaration of Consent to Jurisdiction executed by the Developer; and
18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, Preston Hollow Capital and their counsel, the District Engineer, the District Manager and Assessment Consultant, the Placement Agent, Bond Counsel, the Developer, counsel to the Developer, and others relative to the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Placement Agent; (iii) Preston Hollow Capital, LLC and (iii) the Trustee; provided, however, that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1., C.2., and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Placement Agent, Preston Hollow Capital or Trustee in connection with the Bonds by virtue of this opinion.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, Florida Statutes (the "Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues (including those certain Recaptured Enhanced Value "REV Grant" payments as defined and/or described in the Indenture, the Redevelopment Agreement, and the Interlocal Agreement) to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to adopt and execute the Assessment Resolution, and to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for Duval County, Florida, of which no timely appeals were filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, and the PLOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **Litigation** – As the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments and Rev Gran Payments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

7. **Compliance with Laws** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

8. **Authority to Undertake the Project** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws. Except as to the Authority to Undertake the Project as set forth in Section C.9, we express no opinion and make no representations as to the Project, including but not limited to the costs, estimates, projections, status, technical provisions or anything else related to the Project.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer are able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

Kutak Rock LLP

For the Firm

D-5

EXHIBIT E-1

CERTIFICATE OF DEVELOPER

Elements Development of Jacksonville, LLC, a Florida limited liability company (the "Company"), DOES HEREBY CERTIFY, that:

1. This Certificate is furnished pursuant to the Bond Placement Agreement dated [_____, 2022] (the "Purchase Contract") between District Community Development District (the "District"), FMSbonds, Inc. (the "Placement Agent"), and Preston Hollow Capital ("PHC") relating to the sale by the District of its Not to Exceed \$[8,875,000] aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the "Series 2022 Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Company is a limited liability company organized and existing under the laws of the State of Florida.

3. The Restated Declaration of Consent (2022 Bonds) dated [_____, 2022] executed by the Company and to be recorded in the public records of Duval County, Florida (the "Declaration of Consent"), has been duly authorized, executed, and delivered by the Company.

4. The Company represents and warrants that it has complied with and will continue to comply with Sections 190.009 and 190.048, Florida Statutes, as amended.

5. The Company hereby represents that it owns [certain of the] lands in the District that will be subject to the Series 2022 Special Assessments or which otherwise form the base upon which Rev Grants will be allocated, and the Company hereby consents to the levy of the Series 2022 Special Assessments on the lands in the District owned by the Company. To the best of the Company's knowledge, the levy of the Series 2022 Special Assessments on the Lands in the District will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Company is a party or to which its property or assets are subject.

6. The Company has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Company has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

7. The Company acknowledges that the Series 2022 Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Series 2022 Bonds when due, subject to the receipt of certain Rev Grants that may be allocated and used to offset the amount of Series 2022 Special Assessments, all as provided in the Assessment Methodology. The Company consents to and agrees with the methodology delineated in the Assessment Methodology for (i) the levy of the Series of the 2022 Assessments and (ii) the application of REV Grants to offset any Series 2022 Assessments otherwise levied on tracts of land owned by the Developer.

8. To the best of our knowledge, after due inquiry, the Company is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Company is subject or by which the Company or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the

Transaction Documents, the Interlocal Agreement, the Redevelopment Agreement, the Declaration of Consent or on the Development and is current in the payment of all ad valorem, federal and state taxes associated with the Development. The Company has on the date hereof or on such other date as dictated on the relevant document, executed and delivered the Transaction Documents, the Interlocal Agreement, the Redevelopment Agreement, and the Declaration of Consent.

9. There is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Company (a) seeking to restrain or enjoin the execution or delivery of Transaction Documents, the Redevelopment Agreement, the Interlocal Agreement, the Declaration of Consent and/or Transaction Documents to which the Company is a party, (b) contesting or affecting the validity or enforceability of the Transaction Documents, Interlocal Agreement, Redevelopment Agreement, Declaration of Consent and/or Transaction Documents, or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence of the Company or of the Company's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Company, or (d) that would have a material and adverse effect upon the ability of the Company to (i) complete the development of lands within the District, or (ii) pay the Series 2022 Special Assessments.

13. To the best of our knowledge after due inquiry, the Company is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development, including applying for all necessary permits. Currently, (a) the Development is zoned and properly designated for its intended use; (b) all government permits other than certain permits, which permits are expected to be received as needed, have been received; (c) the Company is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Company's ability to complete or cause the completion of development of the lands within the District; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the lands within the District will not be obtained as required.

14. The Company acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the Series 2022 Special Assessments imposed on lands in the District owned by the Developer as landowner within thirty (30) days following completion of the Project and acceptance thereof by the District.

16. The Company is not in default of any obligations to pay special assessments, and the Company is not insolvent.

Dated: [_____], 2022.

Elements Development of Jacksonville, LLC, a
Florida limited liability company

By: _____
Its: _____

DEVELOPER'S COUNSEL'S OPINION

[_____, 2022]

District Community Development District
City of Jacksonville, Florida

FMSbonds, Inc.
North Miami Beach, Florida

Preston Hollow Capital, LLC
Dallas, Texas

Re: Not to Exceed \$8,875,000 District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the "Bonds")

Ladies and Gentlemen:

We are counsel to [Elements Development of Jacksonville, LLC/and other Developer/Developer entities], (collectively, the "Developer") which is the developer and owners of certain land within the mixed use development in Jacksonville, Florida (the "City") and commonly referred to as the "District." This opinion is rendered at the request of the Developer in connection with the issuance by District Community Development District (the "District") of the above-referenced Bonds.

It is our understanding that the Series 2022 Bonds are being issued for the purposes of: [(i) providing funds to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project, (ii) funding a deposit to the Series 2022 Reserve Account in an amount equal to the Series 2022 Reserve Requirement, (iii) paying a portion of the interest coming due on the Series 2022 Bonds, and (iv) paying the costs of issuance of the Series 2022 Bonds.]

In my capacity as counsel to the Developer, we have examined and are familiar with the following documents relating to the Bonds and the proposed transaction (collectively, the "Transaction Documents"):

(a) that certain Redevelopment Agreement, as amended, between the District, the City's Downtown Investment Authority (the "CRA"), and the Developer and joined by the District pursuant to that Joinder Agreement dated as of April 23, 2019 (collectively, the "Redevelopment Agreement");

(b) that certain Interlocal Agreement between the District, the City and the CRA dated as of December 22, 2020 (the "Interlocal Agreement");

(c) the Restated Completion Agreement (2020 Bonds) by and between the District and the Developer dated as of December 22, 2020 (the "Completion Agreement");

(d) the Restated Acquisition Agreement (2020 Bonds) by and between the District and the Developer dated as of December 22, 2020 (the "Acquisition Agreement");

(e) the Collateral Assignment Agreement (2020 Bonds) by and between the District and the Developer dated as of December 22, 2020 in recordable form (the "Collateral Assignment");

(f) the True-Up Agreement (2020 Bonds) by and between the District and the Developer dated as of December 22, 2020 in recordable form (the “True-Up Agreement”);

(g) the CRA Infrastructure Improvements Costs Disbursements Agreement, as amended, dated as of December 22, 2020 between the District and the Developer (the “Disbursement Agreement”);

(h) the Continuing Disclosure Agreement to be dated as of the Closing Date (the “Continuing Disclosure Agreement”), by and among the District, the Developer, and Wrathell, Hunt and Associates, LLC, as dissemination agent;

(i) the Restated Declaration of Consent (202- Bonds) dated as of the Closing Date and executed by the Developer (the “Declaration of Consent”)

(j) the Operating Agreement[s] of the Developer dated as of _____, 20____ and the Developer's Articles of Organization filed on _____, 20____, and certificate of good standing issued by the State of Florida for the Developer on _____, 2022 (collectively, the “Organizational Documents”).

(k) [Any other Developer Documents]

Additionally, in our capacity as counsel to the Developer in connection with the District’s issuance of the Bonds, we have made such examination of law as we have deemed necessary or appropriate in rendering the opinions set forth below.

In rendering the opinions set forth herein, we have further assumed with your permission the genuineness of all signatures other than those of the Developer, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the legal capacity of all natural persons. In our examination of any of the Transaction Documents executed by entities other than Developer, we have assumed that each such other entity has the power to execute and deliver such Transaction Documents and that such other entity has the power to perform all of its obligations thereunder; and also have assumed the due authorization by each such entity of all requisite action and the due execution and delivery of such documents by each such entity; and that such Transaction Documents constitute the legal, valid and binding obligations or undertakings of each such entity.

In basing the opinions set forth in this opinion on “my knowledge,” the words “my knowledge” signify that, in the course of our representation of Developer, no facts have come to our attention that would give us knowledge or notice that any such opinions or other matters are not accurate. Based on the forgoing, I am of the opinion that:

1. The Developer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida. The Developer has the power to conduct its business and to undertake the funding of the development of the lands in the District and to enter into the Transaction Documents.

2. The Transaction Documents have been duly authorized, executed and delivered by the Developer and are in full force and effect. Each of the Transaction Documents is a legal, valid and binding obligation of the Developer, enforceable under the laws of the State of Florida in accordance with its terms.

3. The execution, delivery and performance of the Transaction Documents by the Developer do not violate (i) the operating agreements or by-laws of the Developer, (ii) to our knowledge, any

agreement, instrument or Federal or Florida law, rule or regulation known to us to which the Developer is a party or by which its assets are or may be bound; or (iii) any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its respective assets.

4. To the best of my knowledge after due inquiry, the levy of the Series 2022 Special Assessments on the applicable lands within the District will not conflict with or constitute a breach of or default under any agreement, indenture or other instrument to which the Developer is a party or to which the Developer or any of its respective properties or assets are subject, and the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material adverse effect on the Series 2022 Bonds or the development of the Project or the Development

5. The Developer has the power and authority to undertake the proposed mixed use development within the District, except for the obtaining of necessary permits and governmental approvals for construction to be issued in the ordinary course, and we are not aware of any action taken or omitted by the Developer that would cause or give reason for such permits or governmental approvals not to be issued or obtained. The property constituting the Development is zoned and has approval from the City and the CRA, to allow for [the development of a mixed use urban project with maximum development rights that include 1,170 residential units; 200 hotel rooms; 125 marina slips; 288,500 square feet of commercial/retail; and 200,000 square feet of office uses.]

6. Based on inquiry with the Circuit Court of the Fourth Judicial Circuit of the State of Florida, in and for Duval County, Florida and the United States District Court for the Northern District of Florida as of [_____, 2022], there was no action, suit or proceeding, at law or in equity, pending before the Fourth Judicial Circuit in and for Duval County, Florida or before the United States District Court for the Northern District of Florida for which the Developer has received actual notice or, to our knowledge, threatened, against the Developer which, if successful would: (a) restrain or enjoin the Developer from executing and delivering any of the Transaction Documents, (b) render invalid or unenforceable one or more of the Transaction Documents or the obligations of the Developer contemplated thereunder, (c) affect the existence of the Developer or the election or appointment of any of its officers or directors, (d) negatively impact the corporate powers of the Developer or the Developer's assets or financial condition in such manner as to materially adversely affect the Developer's ability to perform its obligations under the Transaction Documents.

7. Based on a review of that certain Ownership and Encumbrance Report issued by [____], File No. _____, dated through [____], 2022 @ [____] a.m., and updated through [____], 2022 @ [____] a.m., as attached hereto as Exhibit A (the "Title Report"), without independent inquiry, fee simple title to is held by the [Developer] and is subject only to the liens, encumbrances, easements and agreements set forth in the Title Report. The opinion in this paragraph is given as of the date of and in reliance upon the Title Report, and we disclaim any obligation to advise you of any change which thereafter may have been brought to our attention.

8. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. To the best of our knowledge after due inquiry, the Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

This opinion is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and we express no opinion with respect to the laws of any other jurisdiction. This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.

Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditor's rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

Very truly yours

APPENDIX F

CERTIFICATE OF ENGINEER

CERTIFICATE OF KIMLEY-HORN & ASSOCIATES, INC. (the “Engineers”), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to the Bond Placement Agreement dated [_____, 2022] (the “Purchase Contract”), by and between District Community Development District (the “District”), Preston Hollow Capital, LLC, and FMSbonds, Inc. with respect to the District's Not to Exceed \$[8,875,000] original aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the “Bonds”). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract, relating to the Bonds, as applicable.

2. The Engineers have been retained by the District as the District Engineer.

3. The plans and specifications for the Project were approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Project were obtained or are expected to be obtained in due course.

4. The Engineers prepared the report entitled “The District CDD Engineer’s Report dated February 25, 2019, as revised December 18, 2020, as further revised [_____, 2022], (the “Report”). The Report was prepared in accordance with generally accepted engineering principles. The Report is true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The Project is being constructed in sound workmanlike manner and in accordance with industry standards.

6. The price being paid by the District to the Developer for acquisition of the improvements included within the Project will not exceed the lesser of the cost of the Project or the fair market value of the assets acquired by the District. There is sufficient benefit from the Project to support the debt assessments described in the *Supplemental Special Assessment Methodology Report*, dated [_____, 2022], and as last revised on [_____, 2022] and prepared by WHA.

7. Currently, (a) all government permits required in connection with the construction of the Development have been received, or are expected to be received in due course; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the lands within the District; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete will not be obtained in due course as required by the Developer.

8. There is adequate water and sewer service capacity to serve the Development within the District.

Date: [_____], 2022

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Print Name: _____

Title: _____

EXHIBIT G

**CERTIFICATE OF DISTRICT MANAGER
AND METHODOLOGY CONSULTANT**

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

[_____], 2022

Re: Not to Exceed \$[8,875,000] District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022

Ladies and Gentlemen:

The undersigned representative of WRATHELL, HUNT AND ASSOCIATES, LLC (“WHA”), DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to the Bond Placement Agreement dated [_____], 2022 (the “Purchase Contract”), by and between District Community Development District (the “District”), Preston Hollow Capital, LLC, and FMSbonds, Inc. with respect to the District's Not to Exceed \$[8,875,000] original aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (the “Bonds”). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract, including the appendices attached thereto, relating to the Bonds (collectively, the “Purchase Contract”), as applicable.

2. WHA has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Series 2022 Bonds.

3. In connection with the issuance of the Series 2022 Bonds, we have been retained by the District to prepare the Special Assessment Methodology Report for the Issuance of Grant Revenue and Special Assessment Bonds, dated [_____], 2022] (the "Assessment Methodology"), and the Projection of Tax Increment Revenues dated [_____], 2022] (the “TIF Report”), which Assessment Methodology and TIF Report have been included as appendices to the [_____]. We hereby consent to the use of such Assessment Methodology and TIF Report in the [_____] and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Assessment Methodology and the TIF Report, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the TIF Report and the considerations and assumptions used in compiling the Assessment Methodology and the TIF Report including the methodology and apportionment of the Series 2022 Assessments and Recapture Enhanced Value Grants (the “REV Grant”) are reasonable. The Assessment Methodology and the methodology set forth therein relating to the apportionment and levy of the Series 2022 Assessments and the allocation of REV Grant moneys to adjust the amount of Series 2022 Assessments that are ultimately collected were prepared in accordance with all applicable provisions of Florida law. Notwithstanding anything to the

contrary herein, the undersigned in preparing any REV Grant projections for use in [_____]
has relied without independent investigation on the *Market, Product and Financial Advisory Services
Related to the District, Jacksonville, Florida – Final Report*, dated [_____, 2022] and prepared by
Snow Lion Advisors, and is not responsible for the content of such report.

7. As District Manager and Registered Agent for the District, we are not aware of any
litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining
the issuance, sale, execution or delivery of the Series 2022 Bonds, or in any way contesting or affecting the
validity of the Series 2022 Bonds or any proceedings of the District taken with respect to the issuance or
sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series
2022 Bonds, or the existence or powers of the District.

8. The Series 2022 Special Assessments, as initially levied and as may be reallocated from
time to time as permitted by resolutions adopted by the District, and in accordance with the Assessment
Methodology, the Redevelopment Agreement, the Interlocal Agreement, and the application of REV Grant
moneys as applicable, are supported by sufficient benefit from the District’s capital improvement plan, are
fairly and reasonably allocated across all benefitted lands within the District, and are sufficient to enable
the District to pay the debt service on the Series 2022 Bonds through the final maturity thereof.

Dated: [_____], 2022.

**WRATHELL, HUNT AND ASSOCIATES,
LLC**, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF INVESTOR LETTER

[_____], 2022

Board of Supervisors of District
Community Development District (“District”)
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

U.S. Bank National Association, as Trustee
Orlando, Florida

Re: Not to Exceed \$[8,875,000] District Community Development District Grant Revenue
and Special Assessment Bonds, Series 2022 (the “Bonds”)

Ladies and Gentlemen:

The undersigned, authorized representative of Preston Hollow Capital, LLC, as initial purchaser (the “Purchaser”) of the above referenced bonds (the “Bonds”), does hereby represent and agree, as follows:

1. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.
2. The Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), and the Indentures (as defined below) governing the Bonds have not been qualified under the Trust Indenture Act of 1939, as amended.
3. The Purchaser is an institutional “Accredited Investor” within the meaning of Chapter 517, Florida Statutes, as amended, and Regulation D under the Securities Act and a “Qualified Institutional Buyer” within the meaning of Rule 144A under the Securities Act, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax exempt and taxable obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds, and which can bear the economic risk of its investment in the Bonds. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.
4. The Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a present view to or for distribution or resale of the Bonds or any part thereof, and the Purchaser does not intend at this time to dispose of all or any part of the Bonds. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Bonds.
5. The Purchaser understands that the Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) are not presently rated.

6. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the District in connection with the Bonds and other documents it has requested, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District and the Bonds and the security therefor so that, as a reasonable investor based upon the information provided, the Purchaser has been able to make its decision to purchase the Bonds.

7. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Indenture (as hereinafter defined). The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the District that it will comply with the Indentures and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds (without involving the District in any manner).

8. The Purchaser acknowledges that the Bonds are limited obligations of the District, payable solely from the applicable Series 2022 Pledged Revenues described in the applicable Indenture and neither the property, the full faith and credit, nor the taxing power of the District, the City of Jacksonville, Florida (the "City"), Duval County, Florida (the "County"), the State of Florida (the "State"), or any other political subdivision thereof, is pledged as security for the payment of the Bonds, except that the District is obligated under the Indentures to levy and to evidence and certify, or cause to be certified, for collection, Series 2022 Special Assessments to secure and pay the corresponding Bonds. The Bonds do not constitute an indebtedness of the District, the City, the County, the State, or any other political subdivision thereof within the meaning of any constitutional or statutory provision or limitation.

Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Master Trust Indenture, dated as of December 1, 2020 as supplemented, with respect to the Bonds, by a Second Supplemental Trust Indenture dated as of [_____] 1, 2022 (collectively, the "Indenture"), each by and between the District and the Trustee.

PRESTON HOLLOW CAPITAL, LLC

By: _____
Its: _____

EXHIBIT C

FORM OF AGREEMENT TO ADVANCE

AGREEMENT TO ADVANCE

by and among

DISTRICT COMMUNITY DEVELOPMENT DISTRICT,

PRESTON HOLLOW CAPITAL, LLC,

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE,

and

FMSBONDS, INC.

Dated as of [_____] 1, 2022

Relating to

**NOT TO EXCEED \$8,875,000
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT BONDS, SERIES 2022**

AGREEMENT TO ADVANCE

THIS AGREEMENT TO ADVANCE (this “Agreement”), dated as of [_____] 1, 2022, is by and among the DISTRICT COMMUNITY DEVELOPMENT DISTRICT (the “**District**”), PRESTON HOLLOW CAPITAL, LLC (the “**Initial Beneficial Owner**”), U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “**Trustee**”), and FMSBONDS, INC., (the “**Placement Agent**”).

RECITALS

WHEREAS, the District has determined to issue a Series of Bonds, designated as the District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 in the aggregate principal amount not to exceed \$8,875,000 (the “**Series 2022 Bonds**”), pursuant to that certain Master Trust Indenture dated as of December 1, 2020, by and between the District and the Trustee (the “**Master Indenture**”) and that certain Second Supplemental Trust Indenture dated as of [_____] 1, 2022, by and between the District and the Trustee (the “**Second Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”); and

WHEREAS, pursuant to a Bond Placement Agreement, dated January [___], 2022 (the “**Agreement**”), by and between the District and the Placement Agent, the Placement Agent has agreed to arrange for delivery to and purchase of the Series 2022 Bonds by the Initial Beneficial Owner; and

WHEREAS, as of the date of the issuance of the Series 2022 Bonds, the Initial Beneficial Owner will be the sole owner of the Series 2022 Bonds, and the Initial Beneficial Owner is entering into this Agreement for the purpose of setting out the conditions for the obligation of the Initial Beneficial Owner to make advances to the Trustee of proceeds of the Series 2022 Bonds; and

WHEREAS, as a condition of the Placement Agent’s execution of the Placement Agreement, the Placement Agent is relying on the agreement of the Initial Beneficial Owner to make such advances in accordance with this Agreement and the Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture. Additionally, the terms defined in this Section shall have the meanings herein specified.

“**Advance Direction Letter**” has the meaning ascribed to such term in Section 2(g) hereof.

“**Authorized Principal Amount**” means, with respect to the Series 2022 Bonds, not to exceed \$8,875,000.

“**Bond Proceeds Advance**” has the meaning ascribed to such term in Section 2(a) hereof.

“**Draw-Down Date**” has the meaning ascribed to such term in Section 2(a) hereof.

“**Initial Advance**” has the meaning ascribed to such term in Section 2(b) hereof.

“**Termination Date**” means the earlier to occur of (a) the date on which the sum of (i) the aggregate amount of all Bond Proceeds Advances made with respect to the Series 2022 Bonds (including the Initial Advance), plus (ii) the aggregate amount of all original issue discount in respect of all Bond Proceeds Advances made with respect to the Series 2022 Bonds (including the Initial Advance), is equal to the Authorized Principal Amount of the Series 2022 Bonds, or (b) December 22, 2023.

Section 2. Draw-Down Procedures. (a) The Series 2022 Bonds are being designated as “draw-down loans” under Section 1.150-1(c)(4)(i) of the Treasury Regulations issued under the Code.

(a) The Initial Beneficial Owner agrees to make advances of Series 2022 Bond proceeds in respect of Series 2022 Bonds of which it is the Beneficial Owner (“**Bond Proceeds Advances**”) on such dates (each a “**Draw-Down Date**”) and, unless otherwise agreed to by the Initial Beneficial Owner, in the amounts as described in subsection (c) of this Section, provided that no fewer than ten Business Days prior to a Draw-Down Date, the Initial Beneficial Owner receives a written request of the District signed by a Responsible Officer of the District with respect thereto, as described in subsection (c) of this Section.

(b) The Initial Beneficial Owner agrees to advance to the Trustee on the Closing Date \$[_____] of Series 2022 Bonds proceeds (the “**Initial Advance**”) for the purposes set forth in the Indenture. After the Initial Advance, \$[_____] principal amount of Series 2022 Bonds shall still be available for a future advance, which is anticipated to be drawn in full on or about [____], 2022].

(c) So long as no Event of Default under the Indenture shall have occurred and be continuing, the Initial Beneficial Owner shall from time to time until the Termination Date, within ten Business Days following receipt of a written request of the District signed by a Responsible Officer of the District and approved by the Initial Beneficial Owner, make to the Trustee a Bond Proceeds Advance with respect to the Series 2022 Bonds, for deposit into the funds or accounts established under the Indenture specified in such written request, in the amount set forth in such written request.

(d) Each written request of the District for a Bond Proceeds Advance shall (i) specify that such Bond Proceeds Advance is requested to be made in connection with the Series 2022 Bonds, (ii) specify the principal amount of such Series 2022 Bonds with respect to which such Bond Proceeds Advance is to be made, (iii) specify the amount of such Bond Proceeds Advance, which amount shall be an amount equal to the remainder of (A) such principal amount of such Series 2022 Bonds with respect to which such Bond Proceeds Advance is to be made, less (B) the original issue discount, if any, in respect of such principal amount of such Series 2022 Bonds, and (iv) the date on which such Bond Proceeds Advance is to be made.

(e) Each Bond Proceeds Advance shall be in Authorized Denominations.

(f) The Initial Beneficial Owner shall not be obligated to make any Bond Proceeds Advances while any Event of Default has occurred and is continuing under the Indenture. From and after the Termination Date, the Initial Beneficial Owner shall have no further obligation to make Bond Proceeds Advances under this Agreement.

(g) Each Bond Proceeds Advance shall be allocated by the Trustee pursuant to a signed direction letter in the form attached hereto as Exhibit A (an “Advance Direction Letter”), delivered by the Initial Beneficial Owner to the Trustee and the Placement Agent in connection with the funding of such Bond Proceeds Advance.

Section 3. Duties and Protections of the Trustee. (a) On each date on which the Initial Beneficial Owner makes a Bond Proceeds Advance with respect to the Series 2022 Bonds in accordance with this Agreement, the Trustee shall make or cause to be made appropriate notations in its records, including (i) the amount of such Bond Proceeds Advance, (ii) the principal amount of such Series 2022 Bonds to which such Bond Proceeds Advance relates, (iii) the amount of the increase in the principal amount of such Series 2022 Bonds that are Outstanding as a result of such Bond Proceeds Advance, and (iv) the aggregate principal amount of such Series 2022 Bonds then Outstanding as a result of such Bond Proceeds Advance; provided, however, that, the failure to make any such notation shall not affect the obligation of the District with respect to Bond Proceeds Advances actually made by the Initial Beneficial Owner.

(b) All provisions of Article XI of the Master Indenture shall be construed as extending to and including all of the rights, duties and obligations imposed upon the Trustee under this Agreement as fully and for all purposes as if said Article XI were contained in this Agreement.

Section 4. Amendments. This Agreement may not be effectively amended, supplemented or otherwise modified except by an instrument or instruments signed by all of the parties hereto.

Section 5. Notices. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the District: District Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attention: District Manager

with a copy to:

Kutak Rock LLP
P.O.Box 10320
Tallahassee, FL 32302
Attention: Sarah Sandy

If to the Initial
Beneficial Owner: Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
Attention: Ramiro Albarran

If to the Trustee: U.S. Bank National Association
225 East Robinson Street
Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Services

If to the Placement Agent: FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180
Attention: Jon Kessler, Executive Director

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if given by courier or delivery service or if personally served or delivered, upon delivery, (b) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (c) if given by electronic mail, on the date sent, but only if confirmation of the receipt of such electronic mail is received or if notice is concurrently sent by another means specified herein, and (d) if given by any other means, upon delivery at the address specified in this Section.

Section 6. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, transferees, and assigns.

Section 7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without reference to any choice of law principles, except as such laws may be preempted by any federal rules, regulations and laws.

Section 9. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

PRESTON HOLLOW CAPITAL, LLC

By: _____
Name:
Title:

**U.S. BANK NATIONAL
ASSOCIATION, as TRUSTEE**

By: _____
Authorized Officer

FMSBONDS, INC.

By: _____
Name:
Title:

[Signature Page to Agreement to Advance]

EXHIBIT A

FORM OF ADVANCE DIRECTION LETTER

_____, 20__

U.S. Bank National Association
225 East Robinson Street
Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Services

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, Florida 33180
Attention: Jon Kessler, Executive Director

This Advance Direction Letter is hereby delivered by Preston Hollow Capital, LLC (the “Initial Beneficial Owner”), pursuant to that Agreement to Advance, dated as of [_____] 1, 2022 (the “Agreement to Advance”), by and among the District Community Development District, the Initial Beneficial Owner, U.S. Bank National Association, as trustee (the “Trustee”), and FMSbonds, Inc. Capitalized undefined terms used herein have the meanings ascribed thereto in that certain Master Indenture dated as of December 1, 2020 by and between the District and the Trustee (the “Master Indenture”) and that certain Second Supplemental Trust Indenture dated as of [_____] 1, 2022 By and between the District and the Trustee (the “Second Supplemental Indenture” and, together with the Master Indenture, the “Indenture”).

Pursuant to Section 2 of the Agreement to Advance, and Section 2.01(d) of the Second Supplemental Indenture, the Initial Beneficial Owner hereby notifies the Trustee that on _____, 20__, it will make a bond proceeds advance for the Series 2022 Bonds in an amount equal to \$_____ (the “Bond Proceeds Advance Amount”). Such Bond Proceeds Advance Amount is with respect to the District’s Not to Exceed \$[8,875,000] aggregate principal amount of Series 2022 Bonds. After this Bond Proceeds Advance the current principal outstanding of the Series 2022 Bonds shall be \$_____ and \$_____ principal amount of Series 2022 Bonds shall still be available for a future advance pursuant to the Indenture and the Agreement to Advance.

Immediately upon receipt of the Advance Amount, the Trustee is hereby instructed and directed to immediately note the amount it has received on its records and on the schedule of drawings, and update the Initial Bond Purchaser’s position in Series 2022 Bonds on the records of DTC to take into account the increase in the principal amount of Series 2022 Bonds beneficially owned by the Initial Beneficial Owner, which increase is equal to the principal amount of Series 2022 Bonds with respect to which such Bond Proceeds Advance Amount is made, as specified in the preceding paragraph. Upon taking such action, the Trustee is instructed to deliver to the Initial

U.S. Bank National Association, as Trustee
FMSbonds, Inc.

_____, 20____

Page 2

Beneficial Owner a written certification that the Initial Beneficial Owner's position on the records of DTC has been increased by such amount.

Upon taking the actions described in the preceding paragraph, the Trustee is hereby instructed and directed to deposit the Bond Proceeds Advance Amount in the following fund(s)/account(s) of the Indenture in the amounts so indicated:

Fund or Account	Amount
Series 2022 Reserve Account	\$ _____
Series 2022 Interest Account	\$ _____
Series 2022 Acquisition and Construction Account	\$ _____
Series 2022 Costs of Issuance Account	\$ _____

Very Truly Yours,

PRESTON HOLLOW CAPITAL, LLC

By: _____

Name:

Title:

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) dated [January __], 2022, is executed and delivered by the District Community Development District (the “Issuer” or the “District”), Elements Development of Jacksonville, LLC as Developer and Landowner (as hereinafter defined), Wrathell, Hunt and Associates, LLC, as Dissemination Agent (together with its successors and assigns, the “Dissemination Agent”) in connection with the issuance by the Issuer of its not-to-exceed \$8,875,000 aggregate principal amount of Grant Revenue and Special Assessment Bonds, Series 2022 (the “Bonds”). The Bonds are being issued pursuant to the Master Trust Indenture, dated December 1, 2020, as supplemented by the Second Supplemental Trust Indenture, dated as of [January] 1, 2022 (collectively, the “Indenture”), and both between the District and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Orlando, Florida, as trustee (the “Trustee”). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** While the Bonds are not subject to the requirements of the Rule (as defined herein), this Disclosure Agreement is being executed and delivered by the Issuer, the Landowner and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

“Annual Filing Date” shall mean September 30th of the of Issuer’s current Fiscal Year as is set forth in Section 3(a) hereof.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment Area” shall mean that portion of the District subject to Assessments.

“Assessments” shall mean the non-ad valorem Series 2022 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for any given prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Audited Financial Statements Filing Date” means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

“Beneficial Owner” shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bond Year” shall mean the annual period commencing on August 1 and ending on July 31 of the following year, commencing with the Bond Year beginning August 1, 2022.

“Business Day” means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

“Calendar Year” shall mean the period commencing on January 1 and ending on December 31 of the same year.

“City” shall mean the City of Jacksonville, Florida.

“CRA” shall mean the City’s Downtown Investment Authority.

“Developer” shall mean Elements Development of Jacksonville, LLC, a Florida limited liability company, acting in its capacity as the initial Landowner, so long as it is a Landowner for purposes of this Disclosure Agreement, or any successor or assign Landowner.

“Disclosure Representative” shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

“Dissemination Agent” shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Wrathell, Hunt and Associates, LLC, has

been designated as the initial Dissemination Agent hereunder.

“District Manager” shall initially mean Wrathell, Hunt and Associates, LLC, or its successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

“EMMA Compliant Format” shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next year, or such other period of time provided by applicable law.

“Landowner” means each owner of assessable lands within the District (excluding third party end users) responsible for payment of at least twenty percent (20%) of the Assessments; provided as of the date of the execution and delivery of this Disclosure Agreement, the Developer is the only Landowner.

“Listed Events” shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person(s)” shall mean, with respect to the Bonds, those person(s) who are either generally or through an enterprise, fund, or account of such persons committed by contract or other arrangement to support payment of all, or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer and, for the purposes of this Disclosure Agreement, each Landowner.

“Participating Placement Agent” shall mean FMSbonds, Inc.

“Quarterly Filing Date” shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be May 1, 2022.

“Quarterly Report” shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Repository” shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC’s website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, “Repository” shall include the State

Repository, if any.

“Redevelopment Agreement” shall mean that Redevelopment Agreement dated July 12, 2018, as amended by that certain First Amendment to Redevelopment Agreement and CRA Infrastructure Improvements Costs Disbursements Agreement dated May 4, 2021, by and between the CRA, Developer and the City.

“REV Grant” shall mean the Recapture Enhanced Value grant as defined in Article 7 of the Redevelopment Agreement and referenced in Section 3 of the Interlocal Agreement to be paid by the CRA to the Trustee in Annual Installments on each Annual Installment Due Date (as such terms are defined in Sections 7.2 and 7.3 of the Redevelopment Agreement).

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

“SEC” means the Securities and Exchange Commission.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall, or shall cause the Dissemination Agent to, by September 30th of Issuer’s current Fiscal Year (the “Annual Filing Date”), commencing with respect to the Annual Report for the Fiscal Year ending September 30, 2022, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months after the close of the Issuer’s Fiscal Year (the “Audited Financial Statements Filing Date”) if they are not available by the Annual Filing Date. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise

the Dissemination Agent that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, is expected to be provided, if available, and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, if applicable, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall send a notice to the Repository in substantially the form attached as Exhibit A (unless the Dissemination Agent has already filed such Listed Event Notice pursuant to Section 3(b)).

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report and/or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) each was provided and listing all Repositories with which each was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall be in substantially the form attached hereto as **Exhibit B**, which contains or incorporates by reference the following Annual Financial Information with respect to the Issuer:

(i) For the non-exempt lands in the District for which the REV Grant payment were received, the assessed values (1) as of January 1st of the current Calendar Year; and (2) as of January 1st of the prior Calendar Year; provided, however, the District may rely upon the records of the County Property Appraiser for such information.

(ii) The amount of principal and interest to be paid on the Bonds in the current Bond Year by parcel and in the aggregate.

(iii) The amount of REV Grant payments received by the District pursuant to the Redevelopment Agreement for the current Fiscal Year by parcel and in the aggregate.

(iv) The amount of Assessments certified for collection for the current Fiscal Year by parcel and in the aggregate.

(v) The amount of Assessments collected during the current Fiscal Year by parcel and in the aggregate.

(vi) For the following Fiscal Year, the REV Grant protected to be received and the Assessments certified for collection.

(vii) If available, the amount of tax certificates sold for lands within the District, if any, and the balance, if any, remaining for sale from the current Fiscal Year.

(viii) All fund balances in all Funds and Accounts for the Bonds and the total amount of Bonds Outstanding as of August 15 of the current Fiscal Year. Upon written request, the District shall provide any Owners and/or the Dissemination Agent with this information more frequently than annually and within thirty (30) calendar days of the date of any written request;

(ix) The date and amount of any supplemental draws made on the Bonds pursuant to an Advance Direction Letter under the Indenture during the current Fiscal Year.

(x) The Audited Financial Statements of the Issuer for the most recent prior Fiscal Year.

(xi) Any amendment or waiver of a provision of this Disclosure Agreement, if any, required pursuant to Section 10 herein.

Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer) shall, or shall cause the Dissemination Agent, to provide to the Repository in electronic format as prescribed by such Repository a Quarterly Report which contains the information in Section 5(b) of this Disclosure Agreement.

(b) Each Quarterly Report shall be in substantially the form attached hereto as **Exhibit C.**

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the District (a “Transferor Obligated Person”) to a third party, which will in turn cause such third party to qualify as an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a “Transfer”), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such third party to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. In the event that the Transferor Obligated Person remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Transferor Obligated Person from its obligations hereunder.

(d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xvii) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice in a timely manner in accordance with Section 6 below.

(e) The Dissemination Agent shall:

(i) determine each year prior to the Quarterly Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer and applicable Obligated Persons stating that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

6. **Reporting of Listed Events.**

(a) Pursuant to the provisions of this Section 6, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds (but with respect to Sections 6(a)(x), 6(a)(xii), 6(a)(xiii), 6(a)(xv), 6(a)(xvi) and 6(a)(xvii) below, only as it relates to the Issuer as an Obligated Person), and each Landowner shall give, or cause to be given, notice of any of the events in Sections 6(a)(x), 6(a)(xii), 6(a)(xiii), 6(a)(xv), 6(a)(xvi), and

6(a)(xvii) below as they pertain to the Landowner (and the Issuer shall not be responsible therefor), to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in Section 6(a)(xvii) below, which respective notice shall be given in a timely manner:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2022 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*
- (v) Substitution of credit or liquidity providers, or their failure to perform;*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Owners of the Bond, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material. Releases, substitutions, or sales to third party end users shall not be considered material;
- (xi) Rating changes;*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental

* On the date of issuance the Bonds are neither rated nor credit or liquidity enhanced.

authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a financial obligation (which term for the purposes of Sections 6(a)(xv) – (xvi) shall be defined as provided in the Rule) of the Issuer or any Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or any Obligated Person, any of which affect holders of the Bonds, if material;

(xvi) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the Issuer or any Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statement as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4 of this Disclosure Agreement, or (B) any Quarterly Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 5 of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws;

(xviii) Any amendment to the accounting principles to be followed by the District in preparing its financial statements as required pursuant to Section 10 hereof; and

(xix) Change in the Issuer's Fiscal Year as required pursuant to Section 3 hereof.

(b) If the Dissemination Agent has been instructed by the Issuer or Obligated Person to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository. Any notice required to be given pursuant to this Section 6 shall be filed with any Repository in electronic format as prescribed by such Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Owners of the

Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Wrathell, Hunt and Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell, Hunt and Associates, LLC. Wrathell, Hunt and Associates, LLC may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person. The District may terminate its agreement hereunder with the Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the Dissemination Agent.

9. **Dissemination Agent Disclaimer.** Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

10. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if (i) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; and (ii) the Majority Holder consents to such amendment or waiver.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 10, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

11. **Voluntary Reports; Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or other Obligated Person from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report, Quarterly Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or other Obligated Person chooses to include any information in any Annual Report, Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or other

Obligated Person shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report or notice of occurrence of a Listed Event.

12. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Placement Agent or the Beneficial Owners of at least fifty percent (50%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

13. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

14. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, each Obligated Person, the Dissemination Agent, the Trustee, the Placement Agent and the Owners of the Bonds (the Dissemination Agent, Placement Agent and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Duval County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to any entity comprising the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT, AS ISSUER**

[SEAL]

By: _____
Name: _____
Title: Chairperson, Board of Supervisors

ATTEST:

By: _____
Assistant Secretary

**ELEMENTS DEVELOPMENT OF
JACKSONVILLE**, a Florida limited liability
company, AS DEVELOPER

By: **PRESTON HOLLOW CAPITAL, LLC**, its
manager

By: _____
Name: John Dinan
Title: General Counsel and Secretary

**WRATHELL, HUNT AND ASSOCIATES,
LLC, AS DISSEMINATION AGENT**

By: _____

Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**WRATHELL, HUNT AND
ASSOCIATES, LLC, AS DISTRICT
MANAGER**

By: _____

Name: _____

Title: _____

**ACKNOWLEDGED AND AGREED TO
FOR PURPOSES OF SECTIONS 12, 14
AND 17 ONLY:**

TRUSTEE

**U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE**

By: _____

Name: _____

Title: _____

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE
[ANNUAL/ AUDITED FINANCIAL STATEMENTS /QUARTERLY] REPORT**

Name of Issuer: The District Community Development District

Name of Bond Issue: Not to Exceed \$8,875,000 Grant Revenue and Special Assessment Revenue Bonds, Series 2022

Obligated Person(s): The District Community Development District;
Elements Development of Jacksonville, LLC

Original Date of Issuance: January [__], 2022

CUSIP Numbers: [_____]

NOTICE IS HEREBY GIVEN that the [Issuer][Developer] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated January [__], 2022 by and between the Issuer, Developer and the Dissemination Agent named therein. The Issuer has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

Wrathell, Hunt and Associates, LLC, as
Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Issuer
Trustee

Exhibit B:
FORM OF DISTRICT'S ANNUAL REPORT
Due September 1st

4(a)(i) – (iv). Fill in chart below.

Parcel	Use	4(a)(i). <u>Assessed Value</u> (as of Jan. 1 of the Current Calendar Year)	4(a)(i) <u>Assessed Value</u> (as of Jan. 1 of the Prior Calendar Year)	4(a)(ii) <u>Annual Debt Service</u> (Current Bond Year)	4(a)(iii) <u>REV Grant Received</u> (Current Fiscal Year)	4(a)(iv) <u>Annual Assessment Certified for Collection</u> (Current Fiscal Year)	4(a)(iv) <u>Annual Assessment Collected</u> (Current Fiscal Year)
1A	Retail						
1A	Apartment						
2A	Retail						
2A/2B	Apartment						
3A	Townhome Lots						
4A	Office						
5A	Retail						
6A	Retail						
7A	Hotel						
8A	Retail						
8A	Marina						
9A	Condo						
TOTAL							

4(a)(vi). For the following Fiscal Year, the REV Grant protected to be received and the Assessments certified for collection.

4(a)(vii). If available, the amount of tax certificates sold for lands within the District, if any, and the balance, if any, remaining for sale from the current Fiscal Year.

4(a)(viii). Fund Balances and Total Bonds Outstanding

	As of August 15 of the current Fiscal Year
Funds and Accounts for the Bonds	
Series 2022 Acquisition and Construction Account	\$
Series 2022 Costs of Issuance Account	
Series 2022 Revenue Account	
Series 2022 Reserve Account	
Series 2022 Interest Account	
Series 2022 Sinking Fund Account	
Series 2022 Bond Redemption Account	
Series 2022 General Redemption Subaccount	
Series 2022 Optional Redemption Subaccount	
Series 2022 Prepayment Subaccount	
Series 2022 Special Redemption Subaccount	
Series 2022 Rebate Account	
TOTAL	
Total Bonds Outstanding	\$

4(a)(ix). The date and amount of any supplemental draws made on the Bonds pursuant to an Advance Direction Letter under the Indenture

4(a)(x). The Audited Financial Statements of the Issuer for the most recent prior Fiscal Year.

4(a)(x). Information required by Section 4(a)(x) in the event of any amendment of waiver of a provision of the Disclosure Agreement.

**Exhibit C:
FORM OF QUARTERLY REPORT**

Parcel	Use	Planned Units	Unit Type	Current Landowner	Construction Status			Residential		Commercial		
					SF/Unit/Slips Undeveloped	SF/Unit/Slips Under Construction	SF/Unit/Slips Constructed with CO	Units under Contract with Homebuyers (Not Closed; Cumulative)	Units Closed (Cumulative)	SF/Unit/Slips Leased (Cumulative)	SF/Unit/Slips Closed (Cumulative)	SF/Unit/Slip under Contract with Buyers (Not Closed; Cumulative)
1A	Retail	38,200	Leasable SF									
1A	Apartment	225	Units									
2A	Retail	33,320	Leasable SF									
2A/2B	Apartment	500	Units									
3A	Townhome	25	Units									
4A	Office	180,000	Leasable SF									
5A	Retail	20,000	Leasable SF									
6A	Retail	13,600	Leasable SF									
7A	Hotel	200	Rooms									
8A	Retail	15,000	Leasable SF									
8A	Marina	125	Slips									
9A	Condominium	200	Units									

Additional Information

1. Any event that would have a material adverse impact on the implementation of the Development as described in the Private Placement Memorandum or on such Landowner's ability to undertake the Development as described in the Private Placement Memorandum
2. Updated plan of finance (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, any loan or mortgage defaults, etc.)
3. Any zoning or land use entitlement change relative to the land uses described in the Private Placement Memorandum.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

16A

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES,
LANDSCAPING, AND OTHER INFRASTRUCTURE)**

Prepared by



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Endorsed by



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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
**PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES,
LANDSCAPING, AND OTHER INFRASTRUCTURE)**

THIS AGREEMENT is by and between The District Community Development District (“Owner”) and
J. B. Coxwell Contracting, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) consists of constructing, among other things, new roadways, parking facilities, water and sewer utilities, earthwork improvements, stormwater management facilities, landscaping and irrigation, lighting, and underground electrical infrastructure, as shown in the District’s construction plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, “Roadway & Utility Plans” – Bid Set and “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, all dated July 7, 2021”, and as more fully described in the engineering documents and specifications contained within or reasonably inferred from the Contract Documents. The Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) consists of a portion of the CDD Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The District Community Development District – Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258

3.02 The Owner has retained Kimley-Horn and Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 ~~Contract Times: Dates~~

- A. ~~The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 calendar days thereafter.~~

~~{or}~~

4.02 Contract Times: Days

- A. The Work will be substantially completed within 826 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 856 days after the date when the Contract Times commence to run.
- B. ~~Parts of the Work shall be substantially completed on or before _____.~~

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$2,000.00 (Two Thousand Dollars and No Cents) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000.00 (Two Thousand Dollars and No Cents) for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Liquidated damages shall not be assessed until thirty days (30) after the date of Substantial completion.
 5. Contractor's liability for Liquidated Damages under this Section 4.03 shall be subject to a total aggregate cap of \$1,000,000 (One Million Dollars and No Cents).
- B. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$_____.~~

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work other than Unit Price Work and Bid Alternate Improvements, a lump sum of: \$ 11,082,035.19 .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Unit Pricing, as shown in the Contractor’s Bid Tabulation Summary attached hereto, shall be used in connection with pricing for change orders. Bid Alternate Improvements, as shown in the Contractor’s Bid Tabulation Summary attached hereto, include the following:

- 1. Public roadways hardscape: \$3,725,000
- 2. Public roadways landscaping and irrigation: \$760,000

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

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

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General~~

~~Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.~~
- D. ~~For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner (i.e., by the fifth of the month) and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Pursuant to Section 255.078, Florida Statutes, Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment as retainage. Five percent of the Contract Price may be retained by Owner until Final Completion, acceptance of the Work by the Owner, and Final Payment to the Contractor.

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

- a. ~~_____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

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

6.03 *Final Payment*

- A. ~~Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as~~

~~recommended by Engineer as provided in said Paragraph 15.06.~~ Upon final completion and acceptance of the Work in accordance with paragraph 15.06.B of the General Conditions and subject to final acceptance by District Engineer, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.B.

6.04 *Procedure for Change of Payment.*

Owner shall make all payments to Contractor by wire transfer ("Payment Information") as follows:

SEE ADDENDUM C TO STANDARD GENERAL CONDITIONS

Owner shall only change the Payment Information if requested orally and in writing by Christopher C. Blank. The District shall have no obligation to confirm the identity of such person. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as a result of Owner's failure to use the Payment Information when making payment.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work and has correlated those personal observations with the requirements of the Contract Documents. Prior to execution of the Contract, the Contractor has examined the Site and satisfied itself as to the conditions and limitations under which the Work is to be performed, including, among other things, (i) the location, surface condition, layout, and general nature of the Site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraphs, and based on such information accurately describing the actual project conditions, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement, as modified herein (pages 1 to 11, inclusive).
 - 2. Performance bond (pages 1 to 4, inclusive).
 - 3. Payment bond (pages 1 to 5, inclusive).
 - 4. ~~Other bonds.~~
 - a. ~~_____ (pages _____ to _____, inclusive).~~
 - 5. General Conditions, as modified therein (pages 1 to 83, inclusive).
 - 6. Supplementary Conditions, as modified therein (together, "**Supplementary Conditions**"):
 - a. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions (pages 1 to 10, inclusive).
 - b. Contractor's On-Site Security Plan (pages 1 to 1, inclusive).
 - 7. ~~Specifications as listed in the table of contents of the Project Manual.~~

- b. Project Manual
 - c. Contractor's Bid Tabulation Summary dated October 25, 2021
 - d. Contractor's The District – Phase 3 Construction Schedule
 - e. Trench Safety Act Compliance Statement dated August 16, 2021
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
12. The Redevelopment Agreement among the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and Owner for Redevelopment of the JEA Southside Generator Parcel, dated July 12, 2018, together with all agreements and exhibits thereto.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract

Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[SIGNATURES TO FOLLOW]

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

This Agreement will be effective on October 27, 2021 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

District Community Development District

J. B. Coxwell Contracting, Inc.

By: 

By: _____

Title: Chairman

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

c/o DDPG Management & Consulting, LLC

J. B. Coxwell Contracting, Inc.

250 International Parkway, Suite 280

6741 Lloyd Road West

Lake Mary, Florida 32746

Jacksonville, Florida 32254

General Contractor: CGC059919

Underground Utility: CUC053986

License No.: Class V Fire Lic: FPC19-000019

(where applicable)

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

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

This Agreement will be effective on October 27, 2021 (which is the Effective Date of the Contract).

OWNER:

District Community Development District

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

c/o DPG Management & Consulting, LLC

250 International Parkway, Suite 280

Lake Mary, Florida 32746

CONTRACTOR:

J. B. Coxwell Contracting, Inc.

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

J. B. Coxwell Contracting, Inc.

6741 Lloyd Road West

Jacksonville, Florida 32254

License No.:

General Contractor: CGC059919

Underground Utility: CUC053986

Class V Fire Lic: FPC19-000019

(where applicable)

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

BOND NUMBER _____
(Bond Number to be inserted by the Surety)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

Principal Business Address: 6741 Lloyd Road West, Jacksonville, FL 32254

Telephone: (____) _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: (____) _____

As to the Owner of the Property/Contracting Public Entity:

Name: The District Community Development District

Principal Business Address: c/o Development Planning & Financing Group, LLC
250 International Parkway, Suite 280, Lake Mary, Florida 32746

Telephone: (321)263-0132

Additional Obligees: The City of Jacksonville
 The Downtown Investment Authority
 Elements Development of Jacksonville, LLC

Description of project including address and description of improvements: Phase 3 –
CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)

PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that J. B. Coxwell Contacting, Inc., as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the “Surety”), are each held and firmly bonded unto the District Community Development District, a special purpose unit of local government, as Obligee (hereinafter called “CDD”), in the sum of _____ USD (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into that certain Agreement Between Owner and Constructor for Construction Contract (Stipulated Price), which along with any amendments, modifications, additions, changes, or alterations thereto, (the “Contract”), dated as of the ___ day of _____, 20 ___, for furnishing all labor, equipment and materials, and for performing all operations necessary for the construction of CDD’s Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), including, but not limited to, constructing, among other things, new roadways, parking facilities, water and sewer utilities, earthwork improvements, stormwater management facilities, landscaping and irrigation, lighting, and underground electrical infrastructure, and performing other construction work as specified in the Contract (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract, all of which

are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the CDD with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the CDD all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the CDD, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the CDD to be in default under the Contract, the CDD having performed the CDD's obligations thereunder, the Surety shall, at the CDD's sole option, take one (1) of the following actions:

- (1)** Within a reasonable time, but in no event later than thirty (30) days after the CDD's written notice of termination for default, arrange for Contractor with the CDD's consent, which shall not be unreasonably withheld, to complete the

Contract and the Surety shall pay the CDD all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default by the Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the CDD's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the CDD may elect to have the Surety determine jointly with the CDD the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the CDD, and for the Surety to make available as the Project progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the CDD to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the CDD to Contractor; (C) either way, the Surety shall pay the CDD all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default by Contractor under the Contract; or
- (3) Within a reasonable time, but in no event later than thirty (30) days from CDD's

notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the CDD and tender payment to the CDD of any amount necessary in order for the CDD to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the CDD harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the CDD for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the CDD harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the CDD a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the CDD has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the CDD, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with

the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the CDD named herein or the heirs, executors, administrators or successors of the CDD.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this ____ day of _____, 20__.

ATTEST: _____ **(Contractor)**

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

**Note: Date of Bond Must Not Be Prior to Date of Contract
Attach Power of Attorney**

EXHIBIT A – Surety Requirements

The Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

- b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance Bond Number _____ executed concurrently with this rider ("**Bond**"), it is agreed that:

_____ (insert name and address of Surety), as "**Surety**", and J.B. Coxwell Contracting, Inc. (insert name and address of Principal), as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of the District Community Development District, as primary "**Obligee**," in connection with the Agreement Between Owner and Constructor for Construction Contract (Stipulated Price) Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), dated _____ ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligee(s): **the City of Jacksonville, the Downtown Investment Authority and Elements Development of Jacksonville, LLC** (together, "**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

[Principal]

[Title]

[Surety]

[Title]

BOND NUMBER _____
(Bond Number to be inserted by the Surety)

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

Principal Business Address: 6741 Lloyd Road West, Jacksonville, FL 32254

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: The District Community Development District

Principal Business Address: c/o Development Planning & Financing Group, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746

Telephone: (321)263-0132

Additional Obligees: The City of Jacksonville
 The Downtown Investment Authority
 Elements Development of Jacksonville, LLC

Description of project including address and description of improvements: Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)

PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that J. B. Coxwell Contacting, Inc., as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida as Surety (hereinafter the “Surety”) are each held and firmly bonded unto the District Community Development District, a special purpose unit of local government (hereinafter the “CDD”), in the sum of _____ USD (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into that certain Agreement Between Owner and Constrctor for Construction Contract (Stipulated Price), which along with any amendments, modifications, additions, changes or alterations thereto, (the “Contract”), dated as of the _____ day of _____, 20____, for furnishing all labor, equipment and materials, and for performing all operations necessary for the construction of CDD’s Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), including, but not limited to, constructing, among other things, new roadways, parking facilities, water and sewer utilities, earthwork improvements, stormwater management facilities, landscaping and irrigation, lighting, and underground electrical infrastructure; and, performing other construction work as specified in the Contract (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract, all of which are, by this reference, made a part hereof

to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to the CDD a certified copy of the recorded bond prior to commencing the work, or before recommencing the work after a default or abandonment, in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves the CDD harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the CDD has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the CDD to pay the Principal as required by the Contract; and

(4) Pays the CDD all losses, damages, expenses, costs and attorney's fees, including those incurred in appellate proceedings, that the CDD sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically, Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them, both of the proper

notices in accordance with the requirements of Sections 255.05(2) and (10), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, provided that such action must be subject to and in accordance with the conditions set forth in Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED further, the Surety shall report its financial condition to the Obligees from time to time, upon request. Further, the Surety shall comply with the requirements set forth in Exhibit A attached hereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SIGNED AND SEALED this _____ day of _____, 20__.

ATTEST:

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____

Its: _____

AS SURETY

Name of Agent: _____

Address: _____

**Note: Date of Bond Must Not Be Prior to Date of Contract
Attach Power of Attorney**

EXHIBIT A – Surety Requirements

The Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

- b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance Bond Number _____ executed concurrently with this rider ("**Bond**"), it is agreed that:

_____ (insert name and address of Surety), as "**Surety**", and J.B. Coxwell Contracting, Inc. (insert name and address of Principal), as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of the District Community Development District, as primary "**Obligee**," in connection with the Agreement Between Owner and Constructor for Construction Contract (Stipulated Price) Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), dated _____ ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Oblige(e)s: **the City of Jacksonville, the Downtown Investment Authority and Elements Development of Jacksonville, LLC** (together, "**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

[Principal]

[Title]

[Surety]

[Title]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES,
LANDSCAPING, AND OTHER INFRASTRUCTURE)**

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits

and/or other similar approvals issued by governmental bodies, agencies, and authorities.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
49. *Redevelopment Agreement* – That certain *Redevelopment Agreement among the City, DIA, and Developer for Redevelopment of the JEA Southside Generator Parcel dated July 12, 2018, as may be amended from time to time, and together with all agreements thereto, exhibits thereto, and that certain Joinder Agreement dated April 23, 2019, among the Owner, City, DIA, and Developer, whereby the Owner agreed to be bound by the terms of the Redevelopment Agreement.*
50. *Disbursement Agreement* – The *CRA Infrastructure Improvements Costs Disbursement Agreement*, which is Exhibit B to the Redevelopment Agreement, as may be amended from time to time.
51. *BSRA* – That certain *Brownfield Site Rehabilitation Agreement and Clean Closure Plan and Clean Closure Plan* dated August 1, 2001, as may be amended from time to time.
52. *CDD Project* – This refers to the CDD Infrastructure Improvements as defined in the Redevelopment Agreement. The Agreement shall identify whether the Project consists of all or a portion of the CDD Project or the CRA Project. The Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) consists of a portion of the CDD Project.
53. *CRA Project* – This refers to the CRA Infrastructure Improvements as defined in the Redevelopment Agreement. The Agreement shall identify whether the Project consists of all or a portion of the CDD Project or the CRA Project.
54. *Indemnitees* – Include, together, the Owner, the City of Jacksonville (“**City**”), Downtown Investment Authority (“**DIA**”), Elements Development of Jacksonville, LLC (“**Developer**”), Preston Hollow Capital, LLC, and their respective officers, directors, Supervisors, Board Members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals.
55. *Bid Alternate Improvements* – *those certain public roadway hardscape and public roadway landscaping and irrigation improvements, as further identified in Contractor’s Bid Tabulation Summary.*

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct

the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and

adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation). In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall submit a Request for Information to the Engineer within a reasonable amount of time after discovery for clarification of the perceived ambiguity(s), however, unless the RFI response provides otherwise, the Contractor shall (i) provide the better quality or greater quality of Work, or (ii) comply with the more stringent requirement, either or both in accordance with the Engineer's interpretation.

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price, provided however that Contractor first furnishes Owner with written notice of any such delay, disruption or interference and Owner fails to promptly cure such delay, disruption or interference. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay,

disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price, provided however that any such equitable adjustment to Contract Price shall be limited to actual direct costs incurred by Contractor (and Owner shall not be responsible for consequential damages, including but not limited to lost profits, overhead, opportunity costs, or other similar costs). Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 3. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a~~

~~mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of Contractor unless otherwise specified in writing signed by both Parties. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold harmless ~~Indemnitees~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 - 1. ~~Those~~ reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site and from which the Engineer prepared the Contract Drawings and Specifications;
 - 2. ~~Those~~ drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and from which the Engineer prepared the Contract Drawings and Specifications; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Contractor warrants it has, by careful examination as permitted by Owner, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen (and excluding unforeseen) risks, hazards, and difficulties in connection therewith.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, ~~investigation, exploration,~~ test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site, if any, is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. The information and data shown or indicated in the Contract Documents shall not relieve Contractor of its obligations to contact local utilities and confirm existing utility locations (Florida's Call Before You Dig Law). ~~Unless it is otherwise expressly provided in the Supplementary Conditions:~~
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by

Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the ~~fullest~~ extent permitted by Laws and Regulations, but without waiving any limitations of liability set forth in Section 768.28, Florida Statutes or other provisions of law, Owner shall indemnify and hold harmless Contractor, and Subcontractors, and Engineer, and the officers, directors, members, partners, employees, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, ~~defend,~~ and hold harmless Indemnitees Owner and Engineer, ~~and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~ from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) to the extent arising out of or relating to the negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition to the extent created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond in the forms included as part of the Contract Documents (or, at the Owner's election, an alternative form agreed to by the parties and approved by the Downtown Investment Authority), and each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect for the duration provided for in the bonds until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts. The surety must be from a surety company acceptable to the Owner.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the

Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. ~~Foreign voluntary worker compensation (if applicable).~~
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for ~~three~~ ten years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and ~~three~~ ten years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general

liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than ~~thirteen~~ twelve years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner, ~~and~~ Engineer, the City, DIA, the Developer, Preston Hollow Capital, LLC, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, officials, managers, Board members, Council members, staff, supervisors, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of ~~twoten~~ twelve years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ~~1030~~ 1030 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly

employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner, and Contractor as named insureds, and any individuals or entities required by the Supplementary Conditions, including but not limited to the City, DIA, and/or Developer, to be insured under such builder's risk policy, as insureds or named insureds and/or loss payees, at the Owner's option. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to

the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ~~1030~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction

equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:~~
- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
 - ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.~~
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
 - 1. The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by Suppliers or Subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule. Owner shall be responsible for any overtime necessary that arises out of Owner's delay.

7.03 *Services, Materials, and Equipment*

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

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. ~~On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.~~
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to

the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- P. Contractor shall promptly notify Owner in writing of any dispute between Contractor and any Subcontractor or Supplier, and Contractor shall take reasonable action to resolve any such dispute within 30 days of becoming aware of it.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in

obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the

performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress. Among other requirements, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer (or other similar acceptance by Owner);

7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. Contractor shall assign to Owner all warranties extended to Contractor by Suppliers and Subcontractors. If an assignment of warranty requires the Supplier or Subcontractor to consent to same, then Contractor shall secure the Supplier's or Subcontractor's consent to assign said warranties to Owner.
- F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 *Indemnification*

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

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, and for breach of Contract, Contractor shall indemnify, hold harmless, and defend Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

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

Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. The total liability of Contractor arising under, in connection with, or out of this Agreement, whether in contract, tort, or any legal theory of recovery, shall be limited to the greater of any applicable insurance limits under this Agreement or \$15,000,000.00 (Fifteen Million Dollars and No Cents) as provided in Section 6.02 of these Standard General Conditions. The parties agree that, pursuant to Section 725.06, Florida Statutes (to the extent applicable), this monetary limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.
- E. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO OWNER UNDER THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES, AS AMENDED.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except

design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

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

All contractors and subcontractors shall be required to use good faith efforts to coordinate their respective performance of any work at or adjacent to the Site.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination with assistance from Contractor.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

9.05 *Lands and Easements; Reports, Tests, and Drawings*

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner

designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates

of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.
- B. Owner and Contractor acknowledge that certain Bid Alternate Improvement work was included within the Work and Contract Price based on the allowances provided below, despite the construction plans for the Bid Alternate Improvements not being complete as of the Effective Date of this Contract. Considering such, notwithstanding anything else provided herein, Contractor and Owner reserve the right to subsequently negotiate a final price and schedule for the Bid Alternate Improvements. Any changes in the Contract Time or Contract Price due to such negotiations shall comply with this Article 11, including but not limited to submission of a Change Order. Any final pricing agreed to by Contractor and Owner shall include any necessary increases in the amount of the performance bond and payment bond provided by Contractor hereunder. Such Bid Alternate Improvements will be subject to one or multiple subsequently issued Notices to Proceed. Further, and in addition to Owners rights under Paragraph 11.02.A. and not in limitation thereof, the Owner reserves the right, in its sole and absolute discretion, to remove the Bid Alternative Improvements from the scope of the Work and Contractor shall have no recourse or claim whatsoever for damages against the Owner for such removal. The allowances for the Bid Alternate Improvements provided herein are:
1. Public roadways hardscape: \$3,725,000
 2. Public roadways landscaping and irrigation: \$760,000

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal or the end of the event giving rise to the Change Proposal, whichever occurs later. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the

parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

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

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

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

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - b. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - d. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with

Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- f. The cost of utilities, fuel, and sanitary facilities at the Site.
- g. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* ~~When the Work as a whole is performed on the basis of cost plus, Contractor's fee shall be determined as set forth in the Agreement.~~ When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, without prejudice to other remedies the Owner may have, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If payments then or thereafter due to the Contractor are not sufficient to cover such claims, costs, losses, and damages, the Contractor shall pay the difference to Owner.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~

As an absolute condition precedent to payment from Owner to Contractor, Contractor shall furnish and submit to Owner a complete, accurate and up-to-date list of all Subcontractors and/or Suppliers (together, "List of Subcontractors") in writing furnishing labor or material, or both, in connection with the Work as well as the total amount paid to each Subcontractor and/or Supplier as of the date of the Application for Payment. Contractor shall furnish the List of Subcontractors together with each and every Application for Payment submitted to Owner. Each List of Subcontractors furnished to Owner shall be dated the same date as the Application for Payment with which it is submitted and shall be complete and accurate through such date. Contractor shall not be entitled to receive payment pursuant to its Application for Payment until a List of Subcontractors has been furnished to Owner therewith and Contractor has complied with all other contractual conditions precedent to receipt of payment.

As an additional condition precedent to payment from Owner to Contractor, Contractor shall furnish to Owner together with each and every Application for

Payment, a Lien Waiver and Release for all potential lienors, including all Subcontractors and Suppliers identified in the List of Subcontractors furnished to the Owner together with the same Application for Payment. All Lien Waivers and Releases provided by a Subcontractor or Supplier and furnished to the Owner by the Contractor shall waive and release any claim of lien for labor and/or materials provided by such Subcontractor or Supplier up through the date of the Pay Application and shall be in the form acceptable to the Owner or as required by the applicable law of the state where the project is located. Owner shall agree to accept conditional waivers/releases or liens from potential lienors and those identified in the List of Subcontractors (exclusive of the Contractor) to satisfy this condition of payment, however, if the Contractor provides any conditional waivers/releases of lien, the Contractor must replace the conditional waivers/releases of lien with unconditional waivers/releases of lien in the following Application for Payment. Contractor shall not be entitled to receive payment pursuant to its Application for Payment until it has provided a Lien Waiver and Release as provided herein. Contractor understands and agrees that satisfaction of these conditions is an absolute condition precedent to Owner's obligation to make payment to Contractor.

All such Lien Waivers shall be in a form compliant with Section 255.05, Florida Statutes, and, because no lien rights are available, shall be waivers of the right to claim against the payment bond, as described in Section 255.05, Florida Statutes.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.~~ Owner shall make

payment to the Contractor in the amount recommended (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Contractor shall make payments due to Subcontractors and Suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.

E. *Reductions in Payment by Owner:*

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

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes ("Payment Act"), such Payment Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Payment Act in order for the Owner to review any punch lists and make payment.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 Final Payment

A. Application for Payment:

After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection, and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

1. The final Application for Payment shall be accompanied (except as previously delivered) by (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible (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 Supplier warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor or Supplier 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, (7) submission by the Contractor to the Engineer and the Owner of as-built drawings, (8) submission by the Contractor to the Owner of a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, as well as the total amount paid to each Subcontractor and Supplier on the Project (9) submission by the Contractor to the Owner of an indexed, loose-leaf binder of complete installation, operation and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work and operation and maintenance manuals in accordance with the City or JEA specifications, (10) submission by the Contractor to the Owner, in an indexed, loose-leaf binder, of all inspection reports, permits and temporary and final certificates of occupancy (or equivalent) and licenses necessary for the occupancy of the project, (11) Conditional Waiver and Release of Lien Upon Final Payment (at a minimum compliant with § 255.05, Fla. Stat., § 713.20 Fla. Stat., or other applicable law) from itself as well as all subcontractors and suppliers providing labor, services or material to the Project, with Unconditional Waivers to be provided within ten calendar days, (12) a Contractor's Final Affidavit if required by state law where the Project is located (§ 713.06 Fla. Stat.), and (13) any and all other items required pursuant to the Contract Documents, including test and inspection reports, a current certificate of insurance, permits, certificates of occupancy, and as-builts. If requested, Owner shall provide reasonable assistance to Contractor in preparing the forms of affidavits and/or certifications required pursuant to this paragraph.

a. — all documentation called for in the Contract Documents;

- ~~b. — consent of the surety, if any, to final payment;~~
 - ~~e. — satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.~~
 - ~~d. — a list of all disputes that Contractor believes are unsettled; and~~
 - ~~e. — complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.~~
2. ~~In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.~~

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other documents required under Section 7.11 have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the

Project Site have been removed; and a final affidavit and release of claims has been provided.

- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within ~~one~~two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose. The establishment of the time period of two years after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the Work.
- F. Contractor shall cooperate with the Owner to provide a warranty inspection of the Work, which shall be held approximately 11 months and/or 23 months (at the Owner's option) after Substantial Completion of all the Work, and with representatives of the DIA (as the Work relates to the CRA Project).

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.
- H. In the event Owner improperly terminates this Contract for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 16.03 below.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. ~~In such case, Contractor shall be paid for (without duplication of any items):~~
 1. ~~completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 2. ~~expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
 3. ~~other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, including costs reasonably incurred by Contractor relating to commitments which became

firm prior to termination, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss, or any other consequential damages of any kind, arising out of or resulting from such termination.

Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;
5. Complete performance of any Work which is not terminated; and
6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 *Contractor May Stop Work or Terminate*

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

- C. In the event that Contractor intends to terminate this Contract due to a default by the Owner, Contractor agrees that the City, DIA,¹ U.S. Bank National Association as Owner's bond trustee ("Bond Trustee"), or Developer may elect, in their individual sole discretion, either (i) to cure the default, and accede to the rights and obligations of the Owner under the Contract for the purpose of ensuring the completion of the Project; or (ii) alternatively, to cause the Contract to be terminated, take over the Work, and use an alternative contractor for that purpose. That said, the Owner shall not be released from its obligations under such Contract, and the City, DIA, Bond Trustee, and Developer shall not be obligated to take any action with respect to the Contract, or be subject to any liability thereunder, irrespective of any default thereunder by Owner.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

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

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

¹This provision provides rights to the City and DIA only to the extent contemplated by the Redevelopment Agreement.

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located. Venue for any dispute arising under this Contract shall lie exclusively in the circuit court in and for Duval County, Florida.

18.08 *Headings*

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

18.09 *Sovereign Immunity*

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

18.10 Third Party Beneficiaries

Bond Trustee, Developer, the City, and DIA,² shall be third party beneficiaries of this Contract, with the right to enforce all warranties, performance bonds, insurance, indemnification, and other provisions of this Contract.

18.11 Assignment of Warranties

- A. Contractor shall assign to Owner or Owner's designee all warranties extended to Contractor by Subcontractors and Suppliers. If an assignment of warranty requires the Supplier and/or Subcontractor to consent to same, then Contractor shall secure the Supplier's and/or Subcontractor's consent to assign said warranties to Owner.
- B. As noted in Section 18.10, the Owner, Bond Trustee, the City, DIA,³ and Developer shall be beneficiaries under all warranties (if any) set forth in this Contract and any contracts with Subcontractors and Suppliers, as applicable. Contractor shall reasonably cooperate with the Owner to assign and deliver all warranties under the Agreement and any Subcontractor and Supplier agreements to the Owner's designees. All such warranties shall name the Owner, Bond Trustee, the City, DIA and Developer as beneficiaries.

18.12 Direct Purchase of Materials

- A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials; except, however, the City or its agent shall acknowledge such purchase orders in writing prior to issuance. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any

² This provision provides rights to the City and DIA only to the extent contemplated by the Redevelopment Agreement.

³ This provision provides rights to the City and DIA only to the extent contemplated by the Redevelopment Agreement.

tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents.
- H. All warranties, performance and payment bonds, indemnification provisions, and other rights provided by Contractor to Owner as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.
- I. In conducting a direct purchase of materials hereunder, Owner and Contractor shall use the Request Form, Purchase Order, and Certificate of Entitlement included with the Project Manual.

18.13 Construction Defects.

CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

18.14 Public Records

Contractor understands and agrees that all documents of any kind provided to the Owner in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the Owner is **Patricia Thibault ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the Owner to perform the service; 2) upon request by the Public Records Custodian, provide the Owner with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the Owner; and 4) upon completion of the contract, transfer to the Owner, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the Owner in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o PATRICIA COMINGS-THIBAUT, DPFM MANAGEMENT & CONSULTING, LLC, PATRICIA-COMINGS-THIBAUT@DPFG.COM, (321)263-0132, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.

18.15 Restriction on Removal of Fill Dirt from Work Site

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

18.16 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this section:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

18.17 Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes:

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

Contractor represents that in entering into this Contract, the Contractor, nor any of its Subcontractors or Suppliers, has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor, or Subcontractors or Suppliers, is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated in whole or in part by the Owner for cause.

18.18 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents, or any Subcontractors or Suppliers, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.473, Florida Statutes, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria and in the event such status changes, Contractor shall immediately notify Owner whereupon this Contract may be terminated in whole or in part by the Owner for cause.

18.19 Audits.

Notwithstanding anything to the contrary herein, Contractor shall maintain comprehensive books, records and documents (including electronic storage media) relating to any services performed under this Contract and for a period of at least six years from and after completion of final payment for any services hereunder, or such other period as required by law, whichever is later (“Audit Term”). If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the Audit Term shall be deemed extended and the books, records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract, at no additional cost to Owner. The Contractor agrees that Owner or any of its duly authorized representatives shall, until the expiration of the Audit Term, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract. The Contractor agrees that payment made under the Contract shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. Further, the Contractor shall comply with all audit, inspections, investigations and record keeping requirements set forth in the Redevelopment Agreement (including but not limited to at Section 10.21), which are hereby incorporated by this reference and shall be incorporated into all subcontracts with Subcontractors and Suppliers.

18.20 Non-Discrimination Provision.

In conformity with the requirements of Section 126.404, Ordinance Code, the Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Contract. The Contractor agrees that, on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files.

18.21 Publicity.

Except to the extent necessary to perform its obligations under this Contract, and/or to respond to any public records request or other legally required disclosure, Contractor shall not, without the prior written consent of the Owner, discuss, publicize, or otherwise disclose the existence or terms of this Contract, with anyone except authorized professional representatives (including without limitation auditors and legal representatives) of Contractor, regulatory agency staff, representatives of Developer, and any other contractors or consultants hired by the Owner. Contractor shall not use Owner's name, trademarks, or logos in any written materials, including without limitation press releases, or advertisements, without Owner's prior written consent, unless necessary for Contractor to perform its services or as required by law.

18.22 Brownfield Site Rehabilitation Agreement

Contractor acknowledges that there are, or may be, certain environmental obligations and risk with respect to the project site. Specifically, without limitation, Contractor acknowledges that the project site is a "brownfield site" and is subject to that certain BSRA. Contractor acknowledges that under the BSRA and Laws and Regulations, the project site is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies ("BSRA Requirements"). In connection with the BSRA and BSRA Requirements, the following documents were recorded in the public records of Duval County, Florida and encumber the all or portions of the Site: the Declaration of Restrictive Covenant dated February 12, 2013, in Official Records Book 16254, page 1001 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Restrictive Covenant dated August 25, 2014, in Official Records Book 16922, page 294 of the public records of Duval County, Florida, as may be amended (collectively, the "BSRA Declaration"). Contractor acknowledges and agrees that all services provided under this Contract shall be conducted in a manner consistent with and in compliance with the BSRA, the BSRA Requirements, the BSRA Declaration, the FDEP Closure Order (as defined in the Redevelopment Agreement), and applicable environmental and other Laws and Regulations applicable to the project site.

18.23 No Lien Rights

Contractor agrees that Owner is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner or the Owner's property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project.

18.24 Jacksonville Small and Emerging Businesses

The Contractor acknowledges that pursuant to Section 7.26 of the Disbursement Agreement the Owner must comply with Municipal Ordinance Code Sections 126.601 et seq. Toward that end, the Contractor agrees to cooperate and assist the Owner in fulfilling this requirement by (i) entering into contracts with DIA-certified Jacksonville Small and Emerging Businesses ("JSEB") to provide materials or services in an aggregate amount of at least twenty percent (20%) of the Contract Price ("JSEB Goal"), as determined in consultation with the Owner; or (ii) demonstrate "Good Faith Efforts" were made to achieve the JSEB Goal, in accordance with and as further described in Code Sections 126.601 et seq. Additionally, Contractor agrees to cooperate and assist the Owner with any JSEB related reporting requirements pursuant to the Redevelopment Agreement and/or Disbursement Agreement.

18.25 TIME IS OF THE ESSENCE.

The Contractor recognizes and agrees that the Owner must complete the CDD Project and CRA Project by the timelines outlined in the Project Manual and that the failure to do so may result in the loss of millions of dollars of funding pursuant to the terms of the Redevelopment Agreement. Accordingly, TIME IS OF THE ESSENCE with respect to the design and construction of the CDD Project and CRA Project.

18.26 Escalation.

The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for construction materials is considered to be volatile, and sudden price increases could occur. The Contractor agrees to use his best efforts to obtain the lowest possible prices from available construction material Suppliers. However, the Contract Price may be adjusted in the event extraordinary or highly inflationary increases in the costs of the occur during the Project, through no fault of Contractor, and would result in a substantial inequity to Contractor without such adjustment. Specified materials and indexes will be identified at the time of entering into the Standard Form of Agreement having either a Lump Sum Price or a Cost Plus with Guaranteed Maximum Price.

18.27 Additional Notice to the City and DIA under Article 16.

Any party providing notice pursuant to Article 16 of these General Conditions shall additionally provide notice to the City and the DIA using the contact information included in Section 10.3 of the Redevelopment Agreement.

18.28 E-Verify Requirements

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

If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the Subcontractor agreement without first receiving an affidavit from the Subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the 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 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, 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 Contract, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Contract.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES,
LANDSCAPING, AND OTHER INFRASTRUCTURE)**

**SUPPLEMENTARY CONDITIONS RELATING TO
INSURANCE REQUIREMENTS, SUBSURFACE CONDITIONS, AND HAZARDOUS CONDITIONS**

The following supplements establish insurance limits and other requirements relating to Article 6 of the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700 (Rev. 1), 2013 Edition (the “**General Conditions**”), as well as identify certain reports relating to subsurface conditions and hazardous conditions at the site, which reports relate to Article 5 of the General Conditions. Other changes have been marked directly in underlined and strike-through on the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

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

- a. Boundary survey, prepared by Perret and Associates, Inc., dated April 13, 2018
- b. Topographic survey, prepared by Perret and Associates, Inc., dated October 8, 2018
- c. Hydrographic survey and associated Report of Survey, prepared by Degrove Surveyors, Inc., with the field survey conducted from February 18th through 24th, 2019 and Report dated February 22, 2019
- d. Geotechnical Report for the School Board Parking at The District, prepared by ECS Florida, LLC, dated May 16th, 2019
- e. Preliminary Report for Geotechnical Exploration, prepared by Meskel & Associates Engineering, dated October 10, 2018.
- f. Geotechnical Engineering Report, The District IPO # 2 (Prudential Drive), prepared by ECS Florida, LLC, dated August 23, 2019.
- g. Interim Geotechnical Engineering Report, The District IPO #3 (CRA Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 28, 2019.
- h. Geotechnical Engineering Report, The District IPO #4 (CDD Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 30, 2019.

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

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

Pursuant to paragraphs 5.06.A and 5.06.B., the following reports and drawings related to Hazardous Environmental Conditions at the Site are known to Owner:

- a. Brownfield Site Rehabilitation Agreement and Clean Closure Plan (BSRA), amended July 10, 2018.
- b. Site Rehabilitation Completion Order (SRCO) with Controls dated August 17, 2017
- c. Proposed Groundwater Monitoring Program and Hydraulic Containment System Operation Schedule, prepared by Kimley-Horn and Associates, Inc., dated May 15, 2019 (approved by FDEP 23, 2019)
- d. Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Addendum, prepared by Kimley-Horn and Associates, Inc., dated February 5, 2021 (approved by FDEP February 24, 2021)
- e. Dewatering Plan Modification prepared by Kimley-Horn and Associates, Inc., dated December 14, 2020
- f. Remedial Acton Plan Modification, prepared by ECS Florida, LLC, dated February 15, 2021, (approved by FDEP February 23, 2021)
- g. The District General Information for Health and Safety Plan Preparation, prepared by Kimley-Horn and Associates, Inc., date January 11, 2021.

ARTICLE 6 – BONDS AND INSURANCE

6.03 Contractor's Liability Insurance

Add the following new paragraphs after Paragraph 6.03.J. of the General Conditions:

- K. The limits of liability for the insurance required by this paragraph 6.03 shall provide coverage for not less than the following amounts:
 1. Workers' Compensation under Paragraph 6.03.A. of the General Conditions:
 - a. State Worker's Compensation and Employer's Liability – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
 - b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) (only required to the extent applicable) – Greater of statutorily required amount or \$1,000,000
 2. Commercial General Liability Insurance under Paragraph 6.03.B. of the General Conditions, which includes Contractual Liability Insurance under Paragraph 6.03.C. of the General Conditions:
 - a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$2,000,000

- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$2,000,000
 - c. Products-Completed Operations – \$2,000,000
 - d. Personal and Advertising Injury – \$2,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
3. Automobile Liability under paragraph 6.03.D. of the General Conditions:
- a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
 - Property Damage:
 - Each Occurrence \$1,000,000
4. Pollution Insurance, and Pollution Legal Liability (covering third-party injury and property damage claims, including clean-up costs) \$5,000,000
5. Protection and Indemnity (Watercraft) (provided however that the Contractor shall only provide such insurance if and when applicable to the Work)
- Insurance \$1,000,000
6. Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)
- a. General Aggregate \$15,000,000
 - b. Each Occurrence \$15,000,000
- L. The Contractor’s commercial general liability, contractual liability, automobile liability, umbrella, and pollution liability policies shall include and list as additional insureds the following: all of the Indemnitees and Kimley-Horn & Associates, Inc., and its respective officers, directors, members, partners, employees, agents, consultants, managers, staff, supervisors, and subcontractors.
- M. Such insurance as listed above is in addition to all other insurance required under the Contract. Further, the Contractor shall comply with the provisions of the General Conditions and these Supplementary Conditions as they relate to insurance requirements, provided that Contractor shall additionally satisfy the insurance requirements set forth in **Exhibit P** of the Redevelopment Agreement to the extent such insurance requirements are greater than those set forth in the General Conditions and Supplementary Conditions.

EXHIBIT P – REDEVELOPMENT AGREEMENT

**Exhibit P
Insurance Requirements of Developer and CDD**

Without limiting its liability under this Agreement Contract, the Developer, CDD or its General Contractor (for this Exhibit P, collectively the "Contractor") shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products & Comp. Ops. Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
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The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Contractor shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability \$15,000,000 per Claim
\$15,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: Developer, Contractor, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$5,000,000 per Loss
\$5,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of DIA and the City of Jacksonville and their respective members, officials, officers employees and agents.
- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DIA, the City or any DIA or City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will DIA or the City of Jacksonville and their members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to DIA, City or DIA's or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. Waiver/Estoppel. Neither approval by DIA or City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.
- G. Certificates of Insurance. Contractor shall provide the DIA and City Certificates of Insurance that shows the corresponding DIA Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the DIA and City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the DIA or City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Agreement and this Exhibit P to its Insurance Agent affirming: (1) that the Agent has personally reviewed the insurance requirements of the Project Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Bonds and Other Performance Security. CDD shall not perform or commence any construction services for the CRA Infrastructure Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to DIA and City: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to DIA and City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Public Infrastructure Improvement performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the CRA Infrastructure Improvements. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT		RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV	
\$1,000,000 TO \$2,500,000	A-	CLASS V	
\$2,500,000 TO \$5,000,000	A-	CLASS VI	
\$5,000,000 TO \$10,000,000	A-	CLASS VII	
\$10,000,000 TO \$25,000,000	A-	CLASS VIII	
\$25,000,000 TO \$50,000,000	A-	CLASS IX	
\$50,000,000 TO \$75,000,000	A-	CLASS X	

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

PHASE III SITE SECURITY DISTRICT PLAN

When hiring employees for J.B. Coxwell Contracting, Inc., a potential employee will apply online first. Our HR department will send out a list of these potential employees to our foreman and superintendents. If they would like to move forward with a potential employee, HR Department will run background checks, MVR, and sex offender reports. After these are reviewed for compliance, HR will follow up with them and schedule a drug test. If negative results come back, Management will interview the potential employee. If they are hired on at this point, HR will schedule them to attend orientation where they will receive 4 hours of sexual harassment and safety training, our benefits, and their PPE. After they complete this, they are assigned to a crew.

As far as onsite security, there is an existing chain link fence around the perimeter of the site. The plans call for relocating it and adding 2 new manual gates. Until the relocation, JBCCI will lock the existing gate with our locks. Once the new fence and gates are constructed, JBCCI will continue to use our locks on the new gates. Additionally, since Phase I is now complete this temporary fence will be installed at the perimeter of landscaping and back of curb. No gates will be installed on the temporary fence allowing direct entrance to the project limits.

The gates will be locked when there is no work to be performed. No work will be performed without direct supervision by JBCCI, including subcontractors.

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the

governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may

be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) to ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the

vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming

Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ Tax Exempt

6. Shipping and handling insurance cost. \$ 0

7. Delivery dates as established by CONTRACTOR. _____

OWNER: The District – A Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

The District - A COMMUNITY DEVELOPMENT DISTRICT

“Owner”		“Seller”	
Owner:	The District CDD	Seller:	
Address:	250 International Parkway, Suite 280 Lake Mary, FL 32746	Address:	
Phone:	(321) 263-0132 Ext 4206	Phone:	

“Project”			
Project Name:		Contract Date:	
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$

Certificate of Exemption #85-8017689050C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Owner

By: _____

Name: _____

Title: _____

Date Executed: _____

Seller

By: _____

Name: _____

Title: _____

Date Executed: _____

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A

[attach proposal]

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2017). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Parkland Preserve Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number **85-8017689050C-1**, affirms that the tangible personal property purchased pursuant to Purchase Order Number **2019-XX** from _____ (Vendor) on or after _____, will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (***You must initial each of the following requirements.***)

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

The District – A Community Development District
Purchaser's Name

Date

Federal Employer Identification Number: 83-3179785

Telephone Number: (321) 263-0132 ext. 4205

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

PROJECT MANUAL

REQUEST FOR PROPOSALS

**PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER,
UTILITIES, LANDSCAPING, AND OTHER
INFRASTRUCTURE)**

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

July 7, 2021

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)**

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PART I. (A) NOTICE OF REQUEST FOR PROPOSALS

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
Duval County, Florida**

The District Community Development District (“**District**” or “**CDD**”), located in the City of Jacksonville, Duval County, Florida, hereby announces that it is soliciting proposals to provide labor, materials, equipment and construction services in connection with the development of Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) of the District’s capital improvement plan. The land within the District is being developed into a 32-acre mixed-use development, which is intended to revitalize the “South Bank” area along the St. John’s River in the City of Jacksonville. The Projects (defined herein) will deliver public infrastructure for the mixed-use development and are intended to include roadways, parking facilities, utilities, earthwork and environmental improvements, stormwater management improvements, Seawall and Retaining Wall Replacement improvements, landscaping, signage, lighting, and other similar infrastructure. The Projects include public infrastructure for the District (“**CDD Project**”), as well as public infrastructure for the City of Jacksonville’s Downtown Investment Authority (“**CRA Project**,” together with the CDD Project, “**Projects**”). Presently, the District is only soliciting proposals for the CDD Project portion of Phase 3 (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), which consists of constructing, among other things, new roadways, parking facilities, water and sewer utilities, earthwork improvements, stormwater management facilities, landscaping and irrigation, lighting, and underground electrical infrastructure, as shown in the District’s construction plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, “Roadway & Utility Plans” – Bid Set and “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, all dated July 7, 2021.”

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from DistrictPhase3RFP@kimley-horn.com and are expected to be available beginning **July 8, 2021, at 11:00 a.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at DistrictPhase3RFP@kimley-horn.com.

There will be a **mandatory pre-proposal conference on July 16, 2021 at 1:00 pm** at the site location (or at an alternative location to be determined and announced). Attendance at the pre-proposal conference is mandatory, and all proposers must request a copy of the Project Manual no later than the time of the pre-proposal conference.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in

good standing, and be authorized to do business in the City of Jacksonville, Duval County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

Firms desiring to provide services for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) must submit ten (10) originals and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **August 6, 2021, at 11:00 a.m. (EST) (“Proposal Deadline”)**, at the offices of the District Engineer, c/o Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258 (**“District Engineer’s Office”**) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “PROPOSAL FOR PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE).” The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 5 business days of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contracts (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline and at the District Engineer’s Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District’s Board of Supervisors (**“Board”**) will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. *Due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, the meeting will be conducted in accordance with CDC guidelines. Further, participants may attend the meeting telephonically by dialing 1-904-828-3900.* A speaker telephone will be present at the above location so any Board Supervisor or staff member or the public can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Engineer's Office at 1-904-828-3900, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com, with e-mail copies to Patricia Comings-Thibault, District Manager, at pthibault@dpfgmc.com, and Jere Earlywine and Brooke Lewis, District Counsel, at jeree@hgslaw.com and brookel@hgslaw.com. No phone inquiries please.

PART I. (B) INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN FIVE (5) CALENDAR DAYS (EXCLUDING SATURDAYS, SUNDAYS, AND STATE HOLIDAYS) OF POSTING OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$150,000, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS (INCLUDING SATURDAYS, SUNDAYS, AND STATE HOLIDAYS) BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, *FLORIDA STATUTES*, AND OTHER LAW.

General Instructions

1. OVERVIEW. The District Community Development District (“**District**” or “**CDD**”), located in the City of Jacksonville, Duval County, Florida, is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements. The District is soliciting (i.e., this “**Request for Proposals**” or “**RFP**”) proposals (“**Proposal(s)**”) for contractors (“**Proposer(s)**”) to provide labor, materials, equipment and construction services in connection with the development of the District, which consists of two separate public infrastructure projects, known as the “**CDD Project**” and “**CRA Project**” (together “**Projects**”). The Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) constitutes a portion of the CDD Project.

By way of background, and in July 2018, the City of Jacksonville (“**City**”), the Downtown Investment Authority (“**DIA**”) and Elements Development of Jacksonville, LLC (“**Developer**”) entered into that certain *Redevelopment Agreement for Redevelopment of the JEA Southside Generator Parcel* (“**Redevelopment Agreement**”). The District later joined the Redevelopment Agreement. Pursuant to the Redevelopment Agreement, the parties intend to redevelop a 32-acre parcel of land along the south bank of the St. Johns River in the City of Jacksonville into a mixed-use development, including 950 residential units, 200 hotel rooms, 200,000 square feet of office space, 121,600 square feet of retail space, and 125 marina slips.

The development will be supported by public infrastructure that will be owned by the District – i.e., the CDD Project, and by the City/DIA – i.e., the CRA Project. That said, pursuant to the Redevelopment Agreement, the District will be responsible for designing and constructing the Projects.

The CDD Project consists of certain public utilities; stormwater management facilities; new roadways, including portions of the Prudential Drive extension and Broadcast Place realignment, with enhanced sidewalks, enhanced landscaping, bike facilities, and on-street parking; other parking improvement; lighting; and underground electrical infrastructure.

Similarly, the CRA Project consists of approximately 1,900 feet of new riverfront Seawall and Retaining Wall Replacement; a top of bank extension of the Southbank Riverwalk (approximately 1,900 linear feet); approximately 1,255 linear feet of new boardwalk; approximately 1,650 linear feet of new overland trail; parks with approximately 820 linear feet of river frontage and related amenities; a new water taxi stop; extensions of existing roadways and new roadways with enhanced sidewalks, enhanced landscaping, bike facilities and on-street parking; and other facilities.

Presently, the District is only soliciting proposals for its “Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure),” which consists of constructing, among other things, new roadways, parking facilities, water and sewer utilities, earthwork improvements, stormwater management facilities, landscaping and irrigation, lighting, and underground electrical infrastructure, as shown in the District’s construction plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, “Roadway & Utility Plans” – Bid Set and “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, all dated July 7, 2021.” As discussed herein, the District’s Board, or an evaluation committee appointed by the Board, will evaluate and rank Proposals based on the evaluation criteria set forth herein.

Significantly, the Redevelopment Agreement imposes numerous requirements on the District relating to the Projects. The applicable requirements of the Redevelopment Agreement have been written into the forms of contract included with the Project Manual and are largely non-negotiable upon an award. ACCORDINGLY, EACH PROPOSER SHOULD CAREFULLY REVIEW THE FORMS OF CONTRACT INCLUDED HEREIN, AND, AS PART OF ITS PROPOSAL, PROVIDE ANY PROPOSED CHANGES TO THE CONTRACT FORM. IF THE PROPOSER CANNOT EXECUTE THE CONTRACTS IN SUBSTANTIALLY THE FORMS PROVIDED HEREIN, **AND BY NO LATER THAN September 3, 2021,** THEN THE PROPOSER SHOULD NOT SUBMIT A PROPOSAL. The Redevelopment Agreement also imposes certain time limitations on the delivery of the Projects, and, accordingly, **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

2. DUE DATE. Firms desiring to provide services for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) must submit ten (10) originals and one (1) electronic copy (PDF format, and all documents included on a USB flash drive) of the required Proposal no later than **August 6, 2021, at 11:00 a.m. (EST),** at the offices of the District Engineer, c/o Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced). Proposals will be publicly opened at that time.

3. SUMMARY OF SCHEDULE. The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

DATE/TIME	EVENT
<u>July 7, 2021</u>	RFP Notice is issued.
<u>July 8, 2021</u>	RFP Project Manual available upon request.
<u>July 15, 2021</u>	Deadline to challenge RFP Project Manual.

<u>July 16, 2021</u> at 1:00 p.m.	Mandatory Pre-Proposal Conference
<u>July 19</u> through <u>July 30, 2021</u> , Weekdays Only	Site inspections available. (Notify District Engineer.)
<u>July 30, 2021</u> at 11:00 a.m.	Deadline for questions.
<u>August 6, 2021</u> at 11:00 a.m.	Proposals submittal deadline.

4. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

5. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) shall be directed in writing by e-mail only to Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com, Patricia-Comings Thibault, District Manager, at pthibault@dpfgmc.com and Jere Earlywine and Brooke Lewis, District Counsel, at jeree@hgslaw.com and brookel@hgslaw.com. No phone inquiries please. All questions must be received no later than **July 30, 2021** at **11:00 a.m.** to be considered. Interpretations or clarifications considered necessary by the District in Proposal to such questions will be issued by addenda e-mailed to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email and, accordingly, all Proposers should email the District Engineer at DistrictPhase3RFP@kimley-horn.com and request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer’s officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer’s behalf) should not communicate during the submission and evaluation process with any District Supervisor, evaluation committee member, staff member, or other representative of the District, or any Commissioner, director, officer, staff member, employee or other representative of the City or DIA. ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

6. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and

that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

7. PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer’s approach to completing the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience, Financial Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, Sworn Statement Regarding Jacksonville Small and Emerging Businesses (“JSEB”) and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
 - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure):
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager’s / supervisor’s background and experience with projects similar to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager / supervisor from someone other than individuals affiliated with the Proposer.
 - 2. Describe proposed equipment that will be used for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). Among other things, provide the following:
 - i. The age of the equipment.
 - ii. Whether the equipment is owned or leased/rented.
 - iii. Whether the equipment will be pledged to only the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) or also to other projects and, if the latter, what percentage of time the equipment will be available to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure).

3. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). For each subcontractor / supplier, provide the following:
 - i. A description of the subcontractor / supplier's role in the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure).
 - ii. A description of the subcontractor / supplier's background and experience, as it relates to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure).
 - iii. The subcontractor / supplier's geographic location.
 1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.
 4. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, available for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). Identify the amount of each person's time that will be devoted to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure).
 5. Describe at least three projects of similar size and scope to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) that Proposer has undertaken. For the project, Proposer shall supply the contact person for the client along with all contact information. They may be called and asked for a reference of the firm.
 6. Describe previous or currently contracted work with other community development districts along with contact information from that community development district.
- D. Related Experience: A detailed list of the projects that best illustrate the experience of the Proposer and staff which will be assigned to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). List no more than ten projects and include only projects which were completed within the last five years. Provide a secondary list of all projects in Florida which exceed Five Million Dollars (\$5,000,000.00) in cost and which were started in the last five (5) years. Provide the following information for each project listed in both lists:

1. Name and location of the project
 2. The nature of the Proposer's responsibility on this project including project delivery method
 3. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference
 4. Size of project (dollar value and square footage of project)
 5. Construction cost
 6. Present status of the project and the date project was completed or is anticipated to be completed
 7. Key professionals involved on listed project who would be assigned to this Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)
- E. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 2. Information regarding current contracts on hand.
 3. Information regarding contracts completed during the last three years.
 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- F. Pricing for all work, with unit pricing.
- G. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- H. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure).
- I. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- J. Copies of all applicable business licenses.
- K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
- L. A list of ALL current or active claims/lawsuits the Proposer is currently engaged. This should include some level of detail as to why this claim/lawsuit is ongoing.

M. As referenced above, a list of any proposed changes to the contract form.

8. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

9. INSURANCE. All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within seven (7) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Proposers must be able to meet the applicable insurance requirements in order to apply, and the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

10. WARRANTIES. The form of contract includes various warranties that shall be provided by the Proposer to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. Related, and as set forth in more detail in the forms of contract, the selected Proposer will be responsible for providing any necessary warranties, maintenance bonds and other forms of indemnification to the extent necessary to turnover completed improvements to the City, DIA, or other governmental entities.

11. FINANCIALS. The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

12. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

13. PROPOSAL GUARANTY. A proposal bond in the amount of 25% of the total pricing set forth in the Proposal, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract, and BY NO LATER THAN September 3, 2021. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

14. SUBMISSION OF PROPOSALS. Submit ten (10) originals and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "PROPOSAL FOR PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)."

15. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

16. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No Proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

Acknowledgments

17. SITE INSPECTIONS & CONDITIONS. Proposers may, and should, visit the project site at the times set forth in Section 3. Please contact the District Engineer, using the information herein, if you would like to attend a site inspection. NOTE THAT THE "ZONE OF SILENCE" REFERENCED IN SECTION 5 APPLIES TO THE SITE INSPECTIONS, AND ACCORDINGLY PROPOSERS SHOULD REFRAIN FROM DISCUSSING THIS RFP WITH THE DISTRICT ENGINEER'S REPRESENTATIVE WHILE AT THE SITE INSPECTION. PLEASE ALSO NOTE THE SITE RESTRICTIONS SET FORTH IN SECTION 31 HEREIN.

18. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds any conflicts, errors, ambiguities or discrepancies with the Project Documents and/or Project Manual, he/she shall call it to the District's and/or the

District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.

- B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, City of Jacksonville, the U.S. Army Corps of Engineers, the St. Johns River Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.
- C. The Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- D. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- E. The Proposer shall complete the work for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- F. All storm drainage must be maintained to each property adjacent to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) during construction. If this does not occur, Proposer will be responsible for any damage that may result.
- G. Proposer shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Proposer shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- H. Proposer shall be responsible for all costs associated with traffic control and maintenance during the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure).
- I. Proposer shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.

- J. Proposer shall comply with and include in Proposal all associated costs for Proposer to comply with and maintain the site throughout construction in accordance with the requirements of all regulatory approvals issued for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) including, but not limited to, vibrations, noise, sound and turbidity requirements.
- K. Proposer shall provide turbidity barriers and silt fences throughout the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) as required to ensure compliance with all construction drawings, regulatory approvals, and other legal requirements.
- L. Any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- M. All necessary construction staking survey work must be provided by Proposer.
- N. All materials and services provided for by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“**ADA**”) Accessibility Guidelines, and local, state and federal laws.
- O. The Property is subject to the Engineering Control and Maintenance Plan (ECMP) provided in the August 17, 2017 Site Rehabilitation Completion Order (SRCO) With Controls and the Declaration of Restrictive Covenant recorded February 13, 2013 (as amended) (DRC), for the JEA Southside Generating Station Site. The property is also subject to the Brownfield Site Rehabilitation Agreement (BSRA) and Closure Plan dated July 10, 2018. These documents indicate the presence of soil and groundwater contamination on the property and the existence of a two feet thick clean soil cap. The Revised Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Plan dated February 5, 2021 provides requirements for working with contaminated media on the Site. Activities on Site that disturb the cap or require handling of contaminated soil or construction dewatering are subject to the protocol provided in that document.

Permits

18. PERMITS. Upon award of the contract, Proposer shall obtain and pay for all construction permits and licenses. The District shall assist Proposer, when necessary, in obtaining such permits and licenses. Proposer shall pay all governmental charges and inspection fees

necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when contractor becomes bound under a negotiated contract).

Direct Purchasing

19. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to allow the District to enter into all agreements with material suppliers directly with the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. Each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing by the District. Proposer's warranties and performance bonds shall extend to cover all direct purchased materials, as though Proposer had selected and purchased the materials itself. Direct Purchases shall be coordinated with Proposer, and the Proposer shall agree beforehand on all direct purchase type and quantities. There will be no additional compensation (such as mark-ups) to the contractor for direct purchase items.

Contract Award & Protests

20. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. The District's Board of Supervisors ("**Board**") intends to evaluate the Proposals, with advice from the District Engineer, or, alternatively, the Board may appoint an evaluation committee to evaluate the Proposals. The District's Board, or the committee, shall review and evaluate the Proposals in their individual discretion, and, in either case, the Board shall make any final determination with respect to the ranking of the Proposals, and final award of a contract that is in the best interests of the District. Chapter 112, *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities,

Landscaping, and Other Infrastructure). Moreover, any portion of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) that the District does not direct for delivery in one or more Notices to Proceed may be, in the District’s sole discretion, removed from the scope of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) and contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

22. CONTRACT AWARD. Within seven (7) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, BUT NO LATER THAN September 3, 2021, the Proposer shall enter into and execute the form of agreement substantially in the form included in the Project Manual, unless requested otherwise by the District. Any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, executed contracts, and the Notice to Proceed will be at the Proposer’s risk unless specifically agreed to in writing by the District.

23. PAYMENT & PERFORMANCE BONDS. At the time the contracts are executed, the Proposer will be required to furnish payment and performance bonds for one hundred percent (100%) of the amount of the authorized work, with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of the Proposer’s total contract price.

24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, the City, DIA, the Developer and their respective members, parents, partners, Board members, City Council members, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, relating to the Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer’s behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

25. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

26. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law

does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a Proposal to a Proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not confidential or exempt under Florida law, the District may provide the information in Proposal to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

27. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in the City of Jacksonville, Duval County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

28. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office and with District Counsel, by no later than **July 15, 2021**. District Counsel's office is located at c/o Hopping Green & Sams PA, 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District and in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO

THE DISTRICT AND THE PROJECTS, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE) PURSUANT TO CONTRACT(S) WITH THE PROPOSER SELECTED BY THE DISTRICT.

Special Considerations

29. SCHEDULE; LIQUIDATED DAMAGES. The Contractor shall submit a proposed schedule for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), and shall be subject to liquidated damages as provided in the forms of contract.

30. JACKSONVILLE SMALL AND EMERGING BUSINESSES (“JSEB”). The selected Proposer will be responsible for securing all subcontracted work from subcontractors, material/equipment suppliers, etc. In doing so, the Proposers shall obtain from the City’s Procurement Division the list of certified JSEB, and shall, in accordance with Municipal Ordinance Code (“Code”) Sections 126.601 et seq., enter into contracts with DIA certified JSEBs to provide materials or services in an aggregate amount of at least twenty percent (20%) of the total Contract Price of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) (“JSEB Goal”), as determined in consultation with the District. If the Proposer is unable to meet the JSEB Goal, then the Proposer shall demonstrate that “Good Faith Efforts” were made to achieve the JSEB Goal, in accordance with Code Sections 126.601 et seq. The selected Proposer shall submit quarterly JSEB reports regarding the use of certified JSEB businesses on the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). The process for meeting the JSEB Code requirements is set forth in more detail in the forms of agreement attached hereto.

31. BROWNFIELD SITE REHABILITATION AGREEMENT. The Proposer acknowledges that there are, or may be, certain environmental obligations and risk with respect to the project site. Specifically, without limitation, Proposer acknowledges that the project site is a “brownfield site” and is subject to that certain Brownfield Site Rehabilitation Agreement and Clean Closure Plan dated August 1, 2001, with the Florida Department of Environmental Protection (“BSRA”). Proposer acknowledges that under such agreement and applicable environmental and other laws, regulations, and requirements, the project site is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies.

The District Engineer shall provide the selected Proposer with copies of the BSRA, Site Rehabilitation Closure Order (“SRCO”), soil management plan, dewatering plan, and General Health and Safety Information document prior to the commencement of construction. Proposer acknowledges and agrees that all services provided for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) shall be conducted in a manner consistent with and in compliance with the BSRA, BSRA compliance plans, and applicable environmental and other laws, regulations, and requirements applicable to the project site.

As a point of clarification, and without intending to limit the same, the indemnification obligations set forth in Section 24 of these Instructions include any violation of the BSRA caused by a Proposer, and any other environmental or other harm caused by a Proposer. Any site inspections shall be conducted only in coordination with the District Engineer. Further, in the event of a potential or actual violation of the BSRA or other environmental or other harm, the Proposer shall immediately notify the District Engineer.

32. ASSIGNMENT OF RIGHTS. Pursuant to the forms of contract and the Redevelopment Agreement, the District will own all rights to any intellectual property or other work completed as part of the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), and all rights of the District to such property as well as all of the District’s rights under the forms of contract – including warranties, bonds, insurance, indemnification, etc. – shall be freely assignable by the District.

33. DIA COORDINATION. The Redevelopment Agreement provides DIA with the opportunity to inspect the work, receive reporting updates, etc. The selected Proposer is expected to cooperate with DIA during the construction and turnover process.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the City of Jacksonville, Duval County and the State of Florida.

2. EXPERIENCE (25 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

3. PERSONNEL & EQUIPMENT (20 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; compliance with JSEB Goal, etc.

4. FINANCIAL CAPACITY (10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5. PRICE (25 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing.

6. SCHEDULE (20 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) within the Proposer's schedule.

100 Total Points Possible

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART II. PROPOSAL FORM – (A) GENERAL INFORMATION**

1. Proposer General Information

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Internet Address _____

1st Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

2nd Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Proposer.)

List the location of Proposer's office that would oversee the work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

2. Company Standing

Proposer's form of entity: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____

Date _____ Charter Number (if applicable) _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in the City of Jacksonville, Duval County and the State of Florida?

Yes ___ No ___

If no, please explain _____

3. Licensure

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida, the City of Jacksonville, and Duval County:

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

Is the registration or license in good standing? Yes ___ No ___

If no, please explain _____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

- 1. For each manager, supervisor and key person who will be directly working on and/or responsible for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), please provide the following:**

Name: _____

Title: _____

Office Location: _____

Corporation Responsibilities: _____

Years in Current Position: _____

Proposed Role for the Project: _____

% of Time to Be Devoted to Project: _____

Provide the following information for at LEAST THREE projects similar to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

(Attach resume, and use additional sheets as appropriate.)

4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer.

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided

(Attach additional sheets as necessary.)

5. For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:

Name: _____

Title: _____

Contact: _____

Contact Phone/E-Mail: _____

Office Location: _____

Shipment Location (for Suppliers): _____

Years in Business: _____

Proposed Role for the Project: _____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Duval County and the State of Florida?
Yes ___ No ___ If no, explain:

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes ___ No ___

Please list the licenses: _____

Is the Subcontractor a Jacksonville Small and Emerging Business? _____

Provide the following information for at LEAST THREE projects similar to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) where the Subcontractor/Supplier was involved:

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:

(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

- 1. Describe at least THREE projects of similar size and scope to the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).**

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

2. ***Has the Proposer previously performed work for a community development district? Yes () No () If yes, please provide the following information for each project (attach additional sheets as necessary):***

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

3. Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as necessary):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

4. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

**PART II. PROPOSAL FORM – (C) EXPERIENCE (AND WORKLOAD CAPACITY)
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)**

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
 REQUEST OR PROPOSALS
 PHASE 3 – CDD PROJECT
 (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
 PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY**

1. *Provide copies of the Proposer’s financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor’s opinion are strongly encouraged, but not required.*

2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2020			
2019			
2018			
2017			
2016			

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

4. **Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:**

5. **Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:**

6. **What is the Proposer’s proposed insurance for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)?** Refer to the form of contract for minimum amounts.

Workers’ Compensation

- a. State Worker’s Compensation – Greater of statutorily required amount or \$_____ per occurrence / \$_____ aggregate / \$_____ per disease

- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$ _____
- c. Employer's Liability – \$ _____

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$ _____
- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ _____
- c. Products-Completed Operations – \$ _____
- d. Personal and Advertising Injury – \$ _____
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

- a. Bodily Injury:
 - Each Person \$ _____
 - Each Accident \$ _____
- b. Property Damage:
 - Each Occurrence \$ _____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ _____

Protection and Indemnity Insurance \$ _____

Contractual Liability coverage

- a. General Aggregate \$ _____
- b. Bodily Injury and Property Damage Combined Each Occurrence \$ _____

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$ _____
- b. Each Occurrence \$ _____

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?
(List items on separate page) YES / NO

Professional Liability Insurance \$ _____

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

7. What are the Proposer's current bonding limits?

Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit \$ _____

Single Project Limit \$ _____

Total Current Contracts Bonded \$ _____

Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)**

PART II. PROPOSAL FORM – (E) PRICING

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the attached Excel Bid Form (to be prepared and completed by Proposer)** for the total lump sums of:

PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)

_____ (In Words).

\$ _____ (In Figures).

Note: The undersigned Proposer agrees to do all the Work and furnish all materials called for by the Project Manual for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) in the manner prescribed therein and to the standards of quality and performance established in the Project Manual and specifications for the prices stated herein.

Lump sum prices shall include implementation of all applicable safety requirements, phasing and maintenance of traffic.

For Units listed as LF, CY, SF, etc. the provided Unit prices shall include providing of all costs required for the complete construction of the specified unit of work, including: cost of demolition and disposal; cost of demolition labor, including social security, insurance, and other required fringe benefits; workman’s compensation insurance; bond premiums; rental of equipment and machinery; taxes; incidental expenses; and supervision.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive change orders, if required.
2. Unit prices in the Agreement shall remain in effect until date of Final Completion of the entire Work.
3. Unit Prices will be used for changed conditions where applicable outside of Base Bid Work and as mutually agreed to by Engineer.

The District and/or its designees do not warrant or represent that the summary of items listed in the attached Excel Bid Form is a complete or exhaustive list of all items necessary for Proposers to complete the Project. For project items that are not found in the attached Excel Bid Form for

Project, Proposer shall include cost in most applicable item to ensure a complete bid. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The lump sum amount listed on this proposal form must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

This proposal made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)**

PART II. PROPOSAL FORM – (F) SCHEDULE

Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones included at the Proposer’s discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Construction Contracts, respectively.

For the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), the number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: _____
(in words) _____ (in figures).

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART II. PROPOSAL FORM – (G) LEGAL MATTERS**

- 1. List and describe any and all litigation, arbitration or claims filed by OR against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer’s role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

- 2. List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer’s role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 3. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 4. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()**

If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

5. **Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes () No ()**

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes () No ()

If yes, please describe the incident: _____

6. **Safety at the project site is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the contract.**

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

Dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)**

SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES

1. This sworn statement is submitted to The District CDD (“District”)

by _____
(print individual's name and title)

for _____
(print name of “Proposer” submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its Proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

4. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

[This space intentionally left blank]

The foregoing SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES is dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization, this ___ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

___ The entity submitting this sworn statement is a certified JSEB, as defined in accordance with Municipal Ordinance Code Sections 126.601 et seq. and reflected on the City Procurement Division’s list of certified JSEBs.

___ The following subcontractors and/or suppliers, which the entity submitting this sworn statement proposes to hire for the Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure), are (i) certified JSEBs, as defined in accordance with Municipal Ordinance Code Sections 126.601 et seq. and reflected on the City Procurement Division’s list of certified JSEBs; and (ii) anticipated to provide materials or services in the amount listed below.

Subcontractor / Supplier Name	Anticipated Amount

___ If selected, the entity submitting this sworn statement (i) anticipates entering into contracts with certified JSEBs to provide materials or services in at least the aggregate amount of the JSEB Goal; or (ii) can demonstrate “Good Faith Efforts” were made in order to achieve the JSEB Goal.

Dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization this ___ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART II. PROPOSAL FORM – (H) AFFIDAVIT REGARDING PROPOSAL**

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Proposer**”), and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s Proposal (“**Proposal**”) provided in Proposal to The District Community Development District’s (“**District**”) Request for Proposals – Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure). All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual, **and by no later than September 3, 2021.**

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the Proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; and (v) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PHASE 3 – CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE) PURSUANT TO CONTRACTS WITH THE PROPOSER SELECTED BY THE DISTRICT.

11. The undersigned acknowledges that the opportunity to submit its Proposal for consideration by the District, is sufficient and adequate consideration (the receipt of which is hereby acknowledged) for the undersigned’s agreement to the terms and conditions of the Project Manual, including but not limited to this affidavit.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT. Dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)**

PART III. FORM OF AGREEMENT

This is attached separately and includes:

- a. Standard Form of Agreement
- b. General Conditions
- c. Supplemental Conditions
- d. Performance Bond
- e. Payment Bond
- f. Direct Purchase Documents
- g. Trench Safety Act Compliance Statement
- h. Trench Safety Act Compliance Cost Statement

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (A) STANDARD FORM OF AGREEMENT**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (B) GENERAL CONDITIONS**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (C) SUPPLEMENTAL CONDITIONS**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (D) PERFORMANCE BOND**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (E) PAYMENT BOND**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (F) DIRECT PURCHASE DOCUMENTS**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (G) TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)

_____ Dollars \$ _____
(Written) (Figures)

3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 201__.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
 REQUEST FOR PROPOSALS
 PHASE 3 – CDD PROJECT
 (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
 PART III. FORM OF AGREEMENT – (H) TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) Total			

Dated this _____ day of _____, 20__.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

 Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART IV. TECHNICAL DOCUMENTS**

The following Technical Documents are provided under separate cover:

- a) Construction Plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, dated July 7, 2021
- b) Construction Plans for “Roadway & Utility Plans” – Bid Set, dated July 7, 2021
- c) Construction Plans for “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, dated July 7, 2021
- d) Boundary survey, prepared by Perret and Associates, Inc., dated April 13, 2018
- e) Topographic survey, prepared by Perret and Associates, Inc., dated October 8, 2018
- f) Hydrographic survey and associated Report of Survey, prepared by Degrove Surveyors, Inc., with the field survey conducted from February 18th through 24th, 2019 and Report dated February 22, 2019
- g) Preliminary Report for Geotechnical Exploration, prepared by Meskel & Associates Engineering, dated October 10, 2018.
- h) Geotechnical Engineering Report, The District IPO # 2 (Prudential Drive), prepared by ECS Florida, LLC, dated August 23, 2019.
- i) Interim Geotechnical Engineering Report, The District IPO #3 (CRA Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 28, 2019.
- j) Geotechnical Engineering Report, The District IPO #4 (CDD Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 30, 2019.
- k) Brownfield Site Rehabilitation Agreement and Clean Closure Plan (BSRA), amended July 10, 2018.
- l) Site Rehabilitation Completion Order (SRCO) with Controls dated August 17, 2017

- m) Proposed Groundwater Monitoring Program and Hydraulic Containment System Operation Schedule, prepared by Kimley-Horn and Associates, Inc., dated May 15, 2019 (approved by FDEP 23, 2019)
- n) Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Addendum, prepared by Kimley-Horn and Associates, Inc., dated February 5, 2021 (approved by FDEP February 24, 2021)
- o) Dewatering Plan Modification prepared by Kimley-Horn and Associates, Inc., dated December 14, 2020
- p) Remedial Action Plan Modification, prepared by ECS Florida, LLC, dated February 15, 2021, (approved by FDEP February 23, 2021)
- q) The District General Information for Health and Safety Plan Preparation, prepared by Kimley-Horn and Associates, Inc., date January 11, 2021.

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: July 19, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Subcontract between **CONTRACTOR_** and **THEVERYMANY, LLC** for Fabrication and Installation of Artwork
2. Civil and Landscape CAD Files: Prudential Drive Extension, and CDD and CRA Projects
3. Revised C-105 Overall Scope Plan Sheet
4. Mandatory Pre-Proposal Sign-In Sheet
5. Mandatory Pre-Proposal Meeting Minutes

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPFM Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

SUBCONTRACT BETWEEN
AND THEVERYMANY, LLC FOR FABRICATION, AND INSTALLATION OF ARTWORK

This Subcontract (“**Subcontract**”) is made and entered into this ___ day of _____, 2021 (the “**Effective Date**”), by and between _____ (“**Contractor**”), and **THEVERYMANY, LLC**, a New York limited liability company (the “**TVM**”), (Contractor and TVM together may be referred to herein as the “**Parties**”).

RECITALS

WHEREAS, the District Community Development District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), situated entirely within the City of Jacksonville, Florida, a municipal corporation (“**City**”);

WHEREAS, the District, the City, the DIA (as hereinafter defined), and Elements Development of Jacksonville, LLC (“**Developer**”) have previously entered into that certain Redevelopment Agreement dated July 12, 2018, as amended (the “**Redevelopment Agreement**”) pursuant to which the District has agreed to, *inter alia*, construct certain horizontal public infrastructure improvements within the District’s boundaries, inclusive of the CRA Infrastructure Improvements and CDD Infrastructure Improvements (both terms as defined in the Redevelopment Agreement);

WHEREAS, the District, the DIA, and the Developer also previously entered into that certain CRA Infrastructure Improvements Costs Disbursement Agreement dated December 22, 2020 (“**Disbursement Agreement**”), which governs the obligations of the District to construct the CRA Infrastructure Improvements and DIA’s obligation to disburse funds to the District in an amount up to \$23 million in order to fund, in part, the CRA Infrastructure Improvements;

WHEREAS, CRA Infrastructure Improvements include, *inter alia*, certain Artwork (hereinafter defined) to be installed on City-owned parcels within the District’s boundaries;

WHEREAS, the District’s engineer, Kimley-Horn and Associates, Inc. (the “**District Engineer**”), previously entered into that certain Standard Subcontract for Professional Services between Kimley-Horn and Associates, Inc. and THEVERYMANY, LLC dated March 30, 2021 (the “**Design Contract**”), pursuant to which TVM agreed to prepare and develop design documents (the “**Approved Design Proposal**”) for permanent outdoor Artwork, as defined below, acceptable to the District;

WHEREAS, TVM previously prepared and developed the Approved Design Proposal as per the Design Contract, and the District and the City intend for TVM to fabricate and install the Artwork in accordance with the Approved Design Proposal;

WHEREAS, the Design Contract does not include the preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery or installation;

WHEREAS, this Subcontract is intended to cover preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery and installation;

WHEREAS, Contractor has since entered into that certain agreement with the District entitled Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) dated _____, 2021 (the "**Primary Contract**"), pursuant to which Contractor has agreed to, *inter alia*, enter into this Subcontract with TVM for the engineering, fabrication, and installation of the Artwork and act as agent for the District in connection with this Subcontract;

WHEREAS, TVM has completed the Conceptual Design Proposal and Contractor now wishes, on behalf of the District, to engage TVM to engineer, fabricate and install the Artwork consistent with said Approved Design Proposal, all subject to the terms and conditions set forth in this Subcontract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 2
INCORPORATION OF RECITALS; DEFINITIONS

2.1 The recitals set forth above ("**Recitals**") are integral to and incorporated as terms of this Subcontract.

2.2 The following definitions shall apply in this Subcontract, in addition to other terms specifically defined in the Recitals or elsewhere in this Subcontract.

1. **Approved Design Proposal.** The Design Proposal for which TVM received a Design Proposal Acceptance as per the Design Contract.

2. **Artwork.** The physical object and objects comprising the artwork, including but not limited to:

- Central Park Artwork
- Bandshell / Bathroom Pavilion
- Kiosks

delivered and/or required to be delivered by TVM based on the Approved Design Proposal to fulfill TVM's obligations under this Subcontract.

3. **Contractor.** _____. In the administration of this Subcontract, Contractor shall be deemed an agent of the District. TVM may rely on Contractor for instructions and approvals from the District; except, however, that Contractor has no authority to increase amounts paid or payable to TVM hereunder. Such an increase shall require the written approval of the District's Board of Supervisors.

4. **Downtown Investment Authority ("DIA").** A governing body and the development and community redevelopment agency for downtown Jacksonville, as established by Sec. 55.104, Ordinance Code, pursuant to Chapter 163, Part III, F.S., as amended.

5. **Final Acceptance.** Contractor's written acceptance of installation and delivery of the Artwork in its final form, in accordance with this Subcontract and the provisions contained herein.
6. **Fabrication File Phase.** The stage during which TVM prepares construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.
7. **Fabrication File Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of TVM, in the Fabrication File Phase.
8. **Fabrication and Installation Phase.** The phase following the Fabrication File Phase during which the fabrication, transportation, delivery, installation, Project cataloging and all other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal takes place.
9. **Fabrication and Installation Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of TVM, in the Fabrication and Installation Phase.
10. **Project.** The project covered by this Subcontract pursuant to which the Artwork is engineered, fabricated, and installed on the Site in accordance with this Subcontract.
11. **Schedule.** The schedule for performance milestones set forth in **Exhibit B**.
12. **Site.** The location(s) where the Artwork is to be installed initially is _____, Jacksonville, Florida 32202, and the particular place at such location where the Artwork will be placed as specifically identified in the Approved Design Proposal.
13. **TVM's Services.** All of the services provided and required to be provided by TVM (and/or its subcontractors, assistants and employees) under this Subcontract, including, without limitation (i) coordination with Contractor, the District, and others as requested by the District in connection with the review and consideration of the Approved Design Proposal and Artwork, and (ii) engineering, fabrication, and installation of the Artwork, as specified in **Exhibit A** attached hereto.
14. **Work.** All labor, materials, services, communications, submittals, other items and/or deliverables furnished by, at the request of, or on behalf of TVM (and/or the Artist) in connection with this Subcontract, including, without limitation, all of the Fabrication File Phase Work and the Fabrication and Installation Phase Work, the Artwork, and all other of TVM's Services.

ARTICLE 3 **PROCESS**

- 3.1 **Performance by TVM.** Except as expressly authorized herein and agreed by Contractor in writing, all of TVM's obligations under this Subcontract shall be performed and provided by TVM.
- 3.2 **Phases.** The services to be performed and deliveries to be made by TVM hereunder shall be done in two phases: (a) the Fabrication File Phase and (b) the Fabrication and Installation Phase. The Fabrication File Phase shall commence upon execution of this Subcontract and be followed by the Fabrication and Installation Phase.
- 3.3 **Fabrication File Phase.**

After execution of this Subcontract by TVM and Contractor and receipt of payment for Execution, but no later than _____, 2021, TVM shall deliver to Contractor (a) a detailed schedule of milestones for completion of the Fabrication File Phase and Fabrication and Installation Phase consistent with the requirements set forth in **Exhibit B** hereto for review and approval by Contractor; and (b) TVM certificates of insurance documenting compliance with the requirements of **Exhibit D**.

1. Preliminary fabrication information, including but not limited to (a) the Artwork's, color(s), material(s), method of attachment, support-related components, and location on the Site, and (b) drawings, specifications, and any other construction documents (as applicable) for the Artwork, with the understanding that some information may require revision once a fabricator / installer is engaged during the Fabrication and Installation Phase;

.1 A timeline for completion of the Fabrication and Installation Phase;

.2 All preliminary maintenance recommendations for the Artwork, including but not limited to expected aging of work, maintenance materials and schedule, and instructions for physical removal from the Site.

2. In preparing the fabrication files, TVM shall:

.1 Conduct a review of all documents provided by the Contractor, including site surveys, geo-technical surveys, as-built information and any other drawings or information submitted as may be necessary to ensure that the existing Site conditions, dimensions, and substrates will support and are otherwise suitable for installation of the Artwork. TVM is entitled to rely on the accuracy and completeness of all documents and information received. TVM's submission of the fabrication files constitutes a representation and warranty that such a review of Contractor submitted material has been made by TVM and that TVM has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, and the character of equipment and facilities needed preliminary to and during the prosecuting of the Work as was available and in received at the time of review. TVM further warrants that the Total Compensation (defined herein) is just and reasonable compensation for all the Work, including all foreseen (and excluding unforeseen) risks, hazards, and difficulties in connection therewith, unless stated otherwise in this Subcontract.

.2 Attend collaborative and/or public meetings, and meet with Contractor, the District, the City, the DIA and/or others in Jacksonville, as may be reasonably requested by Contractor;

.3 Be available to meet via videocall and otherwise confer with Contractor, the District, and/or their designees (including but not limited to the City and the DIA) as requested by Contractor, to review and discuss Artwork components, materials, methods of fabrication and installation, project schedule and cost, maintenance methods, and other aspects of the Artwork;

.4 Confer with appropriate City departments, as necessary, for details of requirements under City purview, which may include requirements relating to engineering, permitting, substrate verification, or traffic and parking control, among others;

.5 Have prepared and completed schematic engineering analysis and identified TVM's subcontractors for necessary engineering of the project; and

.6 Comply with the requirements of **Exhibit A**.

3.4 **Fabrication and Installation Phase.**

1. TVM shall:

.1 Prior to commencing the Fabrication and Installation Phase Work, provide to Contractor certificate(s) of insurance documenting that TVM's Subcontractors have obtained the insurance required under this Subcontract.

.2 Fabricate, deliver, and install the Artwork in full accordance with the terms of this Subcontract and the Approved Design Proposal, and provide:

- A list of any Site Preparation measures, including but not limited to, removal of signage, surface preparation, landscape removal, exterior lighting, electricity supply and costs, sidewalk permits, street and parking meter closure obligations, for which TVM will not be responsible ("**Site Preparation**");

- If the cost of or responsibility for any Site Preparation are proposed to be borne by entities other than TVM (e.g., Contractor, the City, the DIA, JEA, etc.), proof that such entities have agreed to cover such costs;

- Submit the Public Art Catalogue Form in the format attached hereto as **Exhibit C** prior to Final Acceptance;

2. Except for any Site Preparation that is expressly set forth in the Approved Design Proposal or otherwise provided by this Subcontract, all Site Preparation and other measures required in connection with the fabrication and/or installation of the Artwork shall be the responsibility of TVM. Without limitation, TVM shall be responsible for the following to the extent not expressly set forth as a responsibility of Contractor in the Approved Design Proposal or this Subcontract:

.1 Furnishing all labor, materials, equipment, supervision, and other items required for the fabrication and installation of the Artwork in accordance with the Approved Design Proposal including engineering of the Artwork and shallow foundation, excluding any Site Preparation, labor, materials and construction of shallow foundations and, if necessary, design, engineering and construction of any type of deep foundation;

.2 Delivering any necessary stamped engineering report, including those requested by Contractor, the District, or the City;

.3 Assist Contractor with obtaining any required permits or other governmental approvals;

.4 Safe storage of the Artwork and all related equipment, materials, and component parts prior to installation and completion of the Artwork. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by TVM. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all

other adversity is solely the responsibility of TVM unless otherwise specified in writing signed by both Parties. TVM shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas;

.5 Keeping the Site premises free from waste materials and rubbish; and

.6 At the completion of the installation of the Artwork, removal of any waste materials, rubbish, tools, equipment, machinery, spilled or excess paint or materials from the Site attributable to TVM, or the Artwork.

3. In performing the Work, TVM shall take all reasonable measures to minimize disruption to Contractor, the District, and the City, including, without limitation, the following:

.1 Obtaining approval of Contractor prior to delivering or commencing installation of the Artwork;

.2 Coordinating with Contractor the dates and times needed for TVM to access the Site for delivery and installation of the Artwork;

.3 TVM or TVM's authorized agent being present at the Site during the installation process for the Artwork, unless approved otherwise in writing by Contractor;

.4 Completing the delivery and installation of the Artwork as per the approved Schedule reflected in **Exhibit B**; and

.5 Working in a manner and time so as not to interfere with Contractor and public and/or other construction activities at the Site.

4. Public Art Catalogue Form. At the completion of the installation of the Artwork, TVM shall deliver to Contractor a complete and accurate Public Art Catalogue Form in the format attached hereto as **Exhibit C**.

5. **Inspections.**

.1 During the Fabrication and Installation Phase, the Contractor, the District, the City, the DIA, and their respective designees, may access and conduct inspections of the Artwork and the Work for any lawful purpose, including but not limited to determining compliance with the terms of this Subcontract and confirming completion status, provided that no such inspections or right to inspect shall create any duty on the part of any inspecting party or entity to discover or determine non-compliance by TVM or otherwise relieve TVM of any liability for any such non-compliance.

.2 During the Fabrication and Installation Phase, but before delivery or installation, upon Contractor request and also when the Artwork is substantially complete, TVM shall provide to Contractor for review photographs and such other representations and descriptions of the fabricated Artwork and portions thereof as Contractor may reasonably request, that accurately depict TVM's progress in completing the Artwork. Contractor's confirmation of receipt of such materials indicating that the Artwork is substantially complete shall be known as the "**Substantially Complete Confirmation Materials**".

.3 Upon completion of the installation of the Artwork, TVM shall notify Contractor and schedule an inspection by Contractor (and/or its designees, which may include, without limitation, the District, the City, and the DIA). Contractor shall identify any deficiencies in the Artwork and report the same to TVM in a report (an “**Inspection Report**”). TVM shall take steps to correct any such noted deficiencies within ten (10) business days thereafter or such longer period of time as allowed by Contractor in writing. Upon correction of such deficiencies, TVM shall deliver the Public Art Catalogue Form (as applicable) and notify Contractor that the Artwork is ready for re-inspection. Contractor shall re-inspect the Artwork within fifteen (15) business days after receipt of such notice. If Contractor determines that all deficiencies have not been corrected, Contractor will provide at least one updated Inspection Report to TVM identifying any remaining deficiencies and a deadline within which to address the same. TVM shall promptly submit written notification of TVM’s correction of all deficiencies noted by Contractor, and Contractor will schedule a final inspection.

.4 Letter of Acceptance: If Contractor determines that the Artwork and the installation thereof is completed in accordance with this Subcontract and the immediately preceding subsection, Contractor shall issue a Letter of Acceptance.

ARTICLE 4 **STANDARDS FOR WORK**

4.1 TVM shall perform the Work in accordance with standards of care, skill, training, diligence, and judgment provided by professionals who perform work of a similar nature.

4.2 In performing TVM’s obligations under this Subcontract, TVM shall comply with (a) all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time, including, but not limited to the Public Records Law, F.S. Ch. 119, and Section 286.011, Florida Statutes (the Florida Sunshine Law), and (b) all applicable provisions and requirements of the Primary Contract, the Redevelopment Agreement, and the Disbursement Agreement, unless stated otherwise in this agreement and Article 11.3.

4.3 TVM shall, at TVM’s sole expense, secure the services of appropriately licensed engineers, and/or any other professional(s) as necessary in order to obtain all licenses and approvals required to perform its obligations under this Subcontract. All such engineers, and/or any other professional(s) shall be identified by TVM.

4.4 TVM shall not engage or continue to employ, any subcontractor or materialman or any other third party who may be reasonably objectionable to Contractor, the District, the City, or the DIA.

4.5 **No Lien Rights.** TVM agrees that the District is a local unit of special purpose government, and the City is a municipal corporation, and that neither is an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District’s property, or as against the City or the City’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. In the event that any liens are claimed in connection with this Subcontract, TVM shall within ten (10) days transfer or otherwise discharge any such liens and further indemnify the District and the City from and against any claims, suits, demands, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with any such liens.

4.6 Time is of the essence for all performance required under this Subcontract. TVM shall complete all Work in compliance with the Schedule and so as to meet the milestones established pursuant to this Subcontract. Notwithstanding the foregoing, TVM shall be entitled to an equitable extension of such time frames, schedules and milestone deadlines to the extent that TVM's performance is unforeseeably and unavoidably delayed by cause(s) outside TVM's control, such as but not limited to delays that may result from labor strikes, riots, acts of war, acts or threats of terrorism, acts of governmental authorities, extraordinary weather conditions, pandemics, epidemics or other natural catastrophe, or any other cause beyond the reasonable control of either party or is delayed due to action or inaction on behalf of Contractor and / or the City, provided that (a) TVM complies with the notice requirements of this Subcontract, (b) any such extension shall be effective only if it is in writing and signed by Contractor. Similarly, Contractor's reasonable delay in performance shall be excused where attributable in whole or in part to cause(s) outside Contractor's reasonable control.

ARTICLE 5
TERMINATION

5.1 **Termination for Convenience.** Contractor may terminate this Subcontract at any time, without cause, upon ten business days prior written notice to TVM.

5.2 **Termination for Cause.**

1. Either party may terminate this Subcontract for cause if the other party materially breaches this Subcontract and fails within a ten (10) business day period after notice from the terminating party to commence and continue prompt and diligent correction of the breach.

2. In addition, Contractor may terminate this Subcontract for cause, and without the foregoing notice and cure period, in any of the following events:

.1 TVM fails to comply with the schedules and milestones set forth in the Schedule, except as a result of Force Majeure or delays where equitable extensions are granted in accordance with this Subcontract;

.2 TVM is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes;

.3 TVM has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

.4 TVM has failed to implement corrective action for audit deficiencies within a reasonable timeframe and upon reasonable notice by Contractor; or

.5 Any other event specified in this Subcontract as grounds for a termination for cause.

5.3 **Effect of Termination.**

1. Payment:

.1 In the event this Subcontract is terminated by Contractor without cause or by TVM for cause, TVM shall be entitled to (a) all amounts due to TVM under this Subcontract for work

completed prior to the effective date of termination and (b) any demobilization and other such additional costs reasonably and necessarily incurred by TVM, in Contractor's discretion, as a result of the early termination, said amount(s) being in full satisfaction of all of Contractor's payment and other obligations under this Subcontract.

.2 In the event this Subcontract is terminated by Contractor for cause:

(a) TVM shall not be entitled to any additional payment under this Subcontract;

(b) In the event the Artist becomes incapacitated or dies prior to Final Acceptance, such event shall not be a breach of this Subcontract, but for purposes of payment and rights in Artwork, shall be treated in accordance with the provisions applicable to termination by Contractor without cause.

ARTICLE 6 COMPENSATION

6.1 TVM Compensation.

1. Within ten (10) business days after execution of this Subcontract by both Parties, Contractor shall pay TVM the sum of _____ Dollars (\$_____).

2. Thereafter, Contractor shall pay TVM the amounts identified in the **Exhibit B** - Payment Schedule, as due upon completion of the applicable milestones identified therein, subject to and in accordance with the process outlined in subsection 6.2 below.

3. Any provisions in this Subcontract to the contrary notwithstanding, the total compensation paid to TVM in connection with this Subcontract shall **not exceed** _____ Dollars (\$_____) (the "**Total Compensation**").

4. TVM expressly understands and agrees that the foregoing payments are the total amounts payable to TVM under this Subcontract and must cover all of the Work to be performed by TVM or any subcontractor on TVM's behalf, all vendors, including two site visits, one of which shall coincide with the unveiling ceremony, insurance, delivery and all other costs and expenses. Budget excludes Artwork plaque and any other travel costs; all additional travel costs shall be reimbursed as per Exhibit B.

6.2 Method of Billing and Payment.

1. Payment Applications.

.1 Progress Payment Applications. Within fifteen (15) days after the completion of each milestone in the Payment Schedule for which TVM seeks payment (except for final payment), TVM shall submit to Contractor a progress payment application, which shall be in the form of a numbered invoice and shall identify all milestones completed by TVM, the milestone for which payment is sought, the date TVM completed the milestone for which payment is sought, the amount previously paid by Contractor for Work under this Subcontract, and the amount sought by TVM in the payment application.

.2 Final Payment Application. Within forty-five (45) days of the completion of the installation of the Artwork and all Work required under this Subcontract, including any items listed in an Inspection Report issued in accordance with subsection 2.4.5.3 above, TVM shall submit a final payment application, which shall clearly identify that it constitutes TVM's final payment application in connection with the Artwork, identify the amount previously paid to TVM on account of the Work and the Artwork, and the amount TVM seeks as final payment, and include the following

(a) A sworn, notarized Certificate that the Artwork has been installed in full accordance with the terms of this Subcontract or identifying any variations from the terms of this Subcontract;

(b) A certification of payment to subcontractors and suppliers in the form of **Exhibit E**, indicating payment for all services, labor, and materials furnished in connection with the Artwork through the time of submittal of the Final Payment Application; and

(c) Final Public Art Catalogue form.

.3 All payment applications shall be submitted via email to Contractor at _____ or via US mail to:

Attn: _____

2. Payments.

.1 If a payment application meets the requirements of this Subcontract and payment is otherwise due to TVM, payment shall be made within thirty (30) days after Contractor's receipt of the payment application.

.2 If a payment application does not meet the requirements of this Subcontract, Contractor will reject the payment request or invoice within twenty (20) business days of receipt. The rejection will be written and specify the deficiency and the action necessary to make the payment application proper. If a corrected payment application is then submitted, the corrected payment application will be paid or rejected within ten (10) business days after the date the corrected payment request or invoice is received.

.3 In addition, Contractor may withhold payment otherwise due, or pursue any and all other available legal remedies, on account of any of the following:

(a) Defective Work not remedied,

(b) Third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to Contractor is provided;

(c) Failure of TVM to make payments properly to subcontractors or suppliers;

- (d) Reasonable evidence that TVM's obligations or the Work cannot be completed for the unpaid balance under this Subcontract;
- (e) that the unpaid balance is insufficient to cover related damages to Contractor;
or
- (f) Failure to carry out TVM's obligations or the Work in accordance with this Subcontract.

.4 Contractor shall make payments to TVM in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes ("**Payment Act**"), including but not limited to the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Additionally, TVM shall make payments due to any subcontractor or materialman or any other third party within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. To the extent anything in this Subcontract is deemed inconsistent in any way with the Payment Act, the Payment Act shall control, and this Subcontract shall be construed to allow for the maximum amount of time allowable under the Payment Act in order for Contractor to review any punch lists and make payment.

.5 Pursuant to Section 255.078, Florida Statutes, Contractor may withhold from each payment made to TVM an amount not exceeding 5 percent of the payment as retainage. Five percent of the Total Compensation may be retained by Contractor until Final Acceptance.

3. Payment will be made to TVM as follows (or as otherwise directed by TVM in writing to Contractor):

THEVERYMANY, LLC
Attn: Marc Fornes
124 State Street, #3 Brooklyn, 11201 NY
Email Address: marcfornes@hotmail.com
Phone: _____

4. As a condition precedent to payment, TVM shall provide its federal identification number on a W-9 form provided by Contractor upon signing and returning this Subcontract.

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

6. TVM shall have the right to hold all Work if payment is not received within thirty (30) days of submission of Payment Application. TVM shall restart Work once payment is received.

6.3 Acceptance of final payment by TVM shall constitute a waiver of claims by TVM arising out of or in connection with this Subcontract, except those previously noticed in writing in accordance with this Subcontract and identified as unsettled at the time of TVM's final payment application.

ARTICLE 7
INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 **Indemnification.** To the fullest extent permitted by Laws and Regulations (as defined in the Primary Contract), and in addition to any other obligations of TVM under the Subcontract or otherwise, and for breach of Subcontract, TVM shall indemnify, hold harmless, and defend Contractor and Indemnitees (as defined in the Primary Contract) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of TVM, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work. In the event that any indemnification, defense or hold harmless provision of this Subcontract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of Contractor and Indemnitees. TVM shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees.

7.2 **Limitation of Liability.** The total liability of TVM arising under, in connection with, or out of this Subcontract, whether in contract, tort, or any legal theory of recovery, shall be limited to the greater of any applicable insurance limits under this Subcontract or \$800,000.00 (Eight Hundred Thousand Dollars and No Cents). The Parties agree that, pursuant to Section 725.06, Florida Statutes (to the extent applicable), this monetary limitation bears a reasonable commercial relationship to the contract and was part of the project specifications. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS SUBCONTRACT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO THE DISTRICT, THE CITY, AND/OR THE DIA UNDER THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES, AS AMENDED.

ARTICLE 8
INSURANCE

8.1 TVM's insurance obligations are set forth in **Exhibit D**, which is attached and incorporated herein, and TVM shall comply therewith.

ARTICLE 9
WARRANTIES

9.1 **Original Art.** TVM warrants and represents to Contractor and the District that the Artwork being fabricated and installed is the original product of TVM's own creative efforts, is original and not copied from any other work, is the result of TVM's own creative efforts and the Artwork exists only in a single edition.

9.2 **Warranty of Quality.** TVM warrants and represents to Contractor and the District that the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating the deterioration of the Artwork, and that TVM shall correct, at TVM's expense, any such defects which appear within a period of one (1) year from Final Acceptance of the Artwork or completion of any repairs under this section, as applicable, provided that the artwork has been maintained as per the TVM's Maintenance Manual.

9.3 **Warranty of Non-Toxic/Safety.** TVM warrants and represents to Contractor and the District that the materials, means and methods of installation, and other such qualities of the Artwork as installed, are safe and not toxic or harmful to human health and/or the environment.

9.4 **Materials/No Liens.** TVM warrants and represents to Contractor and the District that all materials used will be new unless otherwise specified as repurposed material in the Approved Design Proposal. TVM shall deliver the Artwork to the District and the City, and the title thereto to the City, free and clear of any liens, including, without limitation, mechanics, supplier, and subcontractor liens.

9.5 **Intellectual Property Warranty.** TVM warrants and represents to Contractor and the District that the Work and/or the Artwork will not infringe upon or violate the rights of others, including, without limitation, the copyright, trademark, trade secret, patent or other intellectual property rights of others, the privacy or right of publicity of others, or contain any material that is defamatory. TVM further agrees that the Artwork shall not utilize any material in which another person has any intellectual property rights unless TVM first secures permission from the Contractor to include such material, obtains all necessary written permission from the property owner, and provides Contractor with all requested documentation identifying the material and the permission. In addition, if TVM uses or intends to use any third party-owned material, process or procedure in connection with the Artwork, TVM shall disclose (clearly identify and mark as third party-owned material) such material in the Design Proposal.

9.6 **Warranty of Authorization.** TVM warrants and represents to Contractor and the District that TVM possesses full power to enter into this Subcontract and to convey the rights herein granted to the District and the City without the consent of any third party.

ARTICLE 10
RIGHTS IN ARTWORK

10.1 All design documents, models, calculations, information, and other materials prepared by TVM for this project, in physical and/or electronic form, are “Instruments of Service”. TVM shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights and patent rights. TVM grants to the District and City a non-exclusive license to reproduce TVM’s Instruments of Service solely for purposes of using and maintaining the Artwork, provided that the Contractor is not in default of its payment obligations under this Subcontract. Any termination of this Subcontract prior to completion of the Work shall terminate this license.

10.2 Notwithstanding anything to the contrary in this Article 10, this Subcontract, or any other agreements relating to the Artwork, the District and City’s license as denoted herein does not include or extend to the District and City grant of a license or permission in any form whatsoever to any contractors, subcontractors, fabricators, consultants or other Project participants to make or use any photographs, drawings, films, videos or any other graphic or visual representation of the Artwork. In this regard, the District and City may not grant any such license or permission unless it obtains TVM’s prior written consent. TVM has the right to publicize the Artwork and its location in TVM’s promotional, publicity and marketing materials, lectures, and presentations.

10.3 TVM retains all reproduction rights afforded by the Copyright Act of 1976, as currently codified and amended, and any other reproduction rights in and to the Work except as limited in this Agreement.

10.4 TVM may not make any additional exact duplicate or three-dimensional scale reproductions of the Artwork, and may not grant permission to do so to any third parties except with the prior written permission of the District.

10.5 TVM acknowledges and consents that the Artwork may become an integral part of or may be affixed to the architecture of the Site or portions thereof, and acknowledges and consents that installation, affixation and/or integration of the Artwork may subject the Artwork to future removal, destruction, distortion, mutilation or other modification, including, without limitation, in connection with its removal and/or the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use thereof.

10.6 TVM expressly agrees that the District and/or the City and their designees shall have the right to remove, relocate, de-accession, sell, repair and/or destroy the Artwork without liability to TVM or others, provided that if TVM has completed the Artwork in accordance with this Subcontract:

10.7 Except as expressly stated otherwise in this Subcontract, to the fullest extent permitted by law, TVM's and the Artist's rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. §106A, are hereby waived.

ARTICLE 11
ARTIST CREDIT

11.1 Provided TVM completes the Artwork in accordance with this Subcontract:

1. Contractor shall, at the District's expense, prepare and install a plaque or sign at the Site identifying TVM, the title of the Artwork, and the year of completion. TVM shall have the right to review and approve the text and design of the plaque.

2. Any reproductions of the Artwork made by the District and/or the City will credit TVM and will contain a copyright notice substantially in the form "Copyright [or ©] 20__MARC FORNES / THEEVERYMANY. All Rights Reserved." Any reproductions of the Artwork made by TVM will credit the District and the City and will contain a notice in the form "An original work commissioned by The District Community Development District, " unless otherwise agreed to by the District, DIA, and the City.

3. If the District or the City intentionally and significantly modifies the Artwork as installed after Final Acceptance (and not as a result of the passage of time, effect of the elements, or maintenance or non-maintenance), and TVM in good faith believes that the Artist's reputation may be materially harmed thereby, TVM shall contact the District and the City, and TVM shall discuss in good faith how the Artwork may be repaired or corrected to TVM's reasonable satisfaction. If the District, the City, and TVM cannot agree on corrections or repairs to be made, or if corrections or repairs are agreed upon but not made within a reasonable period of time, TVM may request removal of the Artist's name from the plaque or sign, in which event such name shall be removed reasonably promptly thereafter from the plaque or sign, as TVM's sole remedy for any modification of the Artwork under this Subcontract.

ARTICLE 12
MISCELLANEOUS
ARTICLE 13

13.1 **Public Records; Confidentiality.**

1. TVM understands and agrees that all documents of any kind provided to Contractor in connection with this Subcontract may be public records, and, accordingly, TVM agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. TVM acknowledges that the designated public records custodian for the District is Patricia Thibault (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, TVM 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 Subcontract term and following the Subcontract term if TVM does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Subcontract, transfer to the District, at no cost, all public records in TVM’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 TVM, TVM 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 TVM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TVM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBCONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o PATRICIA COMINGS-THIBAULT, DPGF MANAGEMENT & CONSULTING, LLC, PATRICIA-COMINGS-THIBAULT@DPFG.COM, (321)263-0132, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.** TVM shall also, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section. TVM and each of its subcontractors performing Work under this Subcontract shall (a) maintain and retain and make available at reasonable times, for examination and audit by the District and the City, financial records, supporting documents, statistical records, and any other documents pertinent to this Subcontract and the Work for the required retention period of Chapter 119, Florida Statutes, if applicable, or for five (5) years after termination of this Subcontract, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

2. As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Subcontract to the other party of this Subcontract and/or the District whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. To the extent permitted by law, all Confidential Information shall be considered trade secrets in accordance with Section 815.04, Florida Statutes, and Section 812.081, Florida Statutes, and as such shall be confidential and exempt from Section 119.07(1), Florida Statutes. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without a duty of confidentiality or a breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without a duty of confidentiality or a breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without use of or access to the receiving party’s Confidential Information. Each will use the same degree of care that it uses to protect the confidentiality

of its own confidential information of like kind (but in no event less than reasonable care) not to disclose, make available, or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law (including, but not limited to, Section 119.07, Florida Statutes to the extent Confidential Information is not otherwise exempt from such requirements) to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

13.2 **Policy of Non-Discrimination.** In conformity with the requirements of Section 126.404, Ordinance Code, TVM represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Subcontract. TVM agrees that, on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that TVM shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files. TVM agrees that, if any of its obligations to be provided pursuant to this Subcontract are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

13.3 **Public Entity Crimes.** Pursuant to Section 287.133(2)(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.

TVM represents that in entering into this Subcontract, neither TVM, nor any of its subcontractors or suppliers, has been placed on the convicted vendor list within the last 36 months and, in the event that TVM, or its subcontractors or suppliers, is placed on the convicted vendor list, TVM shall immediately notify Contractor whereupon this Subcontract may be terminated in whole or in part by Contractor for cause.

13.4 **Discriminatory Vendor List.** TVM represents that neither it nor the Artist has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. Contractor may terminate this Subcontract effective immediately, without any further obligation to TVM, upon learning that such

representation is false or if TVM or the Artist or any of TVM’s contractors, officers or employees providing services or any of the Work in connection with this Project, is placed on the discriminatory vendor list.

13.5 **Independent Contractor.** TVM is an independent contractor under this Subcontract and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Subcontract. TVM shall not have the right to bind the District or the City to any obligation not expressly undertaken by Contractor, the District, or the City under this Subcontract.

13.6 **Third Party Beneficiaries.** The Parties acknowledge that there are no third party beneficiaries to this Subcontract, except for the Developer, Preston Hollow Capital LLC (“PHC”), the District, U.S. Bank National Association as the District’s bond trustee, the City, and the DIA, which in addition to Contractor shall have the right to enforce all warranties, insurance, indemnification, and other provisions of this Subcontract.

13.7 In the event TVM encounters any condition, event, or other circumstance of any type that TVM contends entitles TVM to an equitable extension of the time for performance under this Subcontract or to additional compensation or payment in connection with this Subcontract, TVM shall, within ten (10) business days of encountering same, serve written notice on Contractor identifying the condition, event, or circumstance and the existence and nature of TVM’s claim in connection therewith (“**Initial Claim Notice**”). Within ten (10) business days of serving an Initial Claim Notice, TVM shall submit to Contractor, in writing, the specific relief sought with substantiating information and data (“**Claim Substantiation**”). In the event that the underlying event, circumstance, or other condition is continuing, TVM shall note this in the Claim Substantiation and provide follow-up information to Contractor promptly upon written request and/or upon conclusion of the underlying event, circumstance, or other condition. Non-compliance with this section shall constitute a waiver of any claim as identified herein. TVM shall continue diligent performance under this Subcontract during resolution of any claims arising out of or in connection with this Subcontract.

13.8 **Exemption from competitive solicitation.** As single source artistic services, TVM’s Services are exempt from competitive solicitation requirements pursuant to District Rule of Procedure 3.5(3), Sec. 126.107(a), Ordinance Code, and Section 287.057(3)(e), Florida Statutes.

13.9 **Notices Generally.** In order for a notice to a party to be effective under this Subcontract, notice must be delivered in writing in person, which notice shall be effective upon receipt, or the notice may be sent via email with a contemporaneous copy thereof sent via U.S. first class mail, postage prepaid, in each case to the recipients/addresses set forth below and shall be effective upon mailing of the first class notice. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with these procedures.

FOR CONTRACTOR:

With CC to:

District Community Development District
c/o Kimley-Horn and Associates, Inc., District Engineer
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258

With CC to: Hopping Green & Sams P.A.
119 S. Monroe St., Suite 300
Tallahassee, Florida 32301
Attn: Jere Earlywine
Email Address: JereE@hgslaw.com

FOR TVM: THEVERYMANY, LLC
124 State Street, #3 Brooklyn, 11201 NY
Attn: Claudia Corcilus
Email Address: claudia@theverymany.com

13.10 **Assignment and Performance.**

1. Neither this Subcontract nor any right or interest or obligation herein may be assigned, transferred, subcontracted, or encumbered by TVM without the prior written consent of Contractor.

13.11 **E-Verify Requirements.**

1. TVM 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, TVM 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. Contractor may terminate this Subcontract immediately for cause if there is a good faith belief that TVM has knowingly violated Section 448.091, Florida Statutes.

2. If TVM anticipates entering into a subcontract with a subcontractor for the Work, TVM will not enter into said subcontract 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. TVM shall maintain a copy of such affidavit for the duration of this Subcontract and provide a copy to Contractor upon request.

3. In the event that Contractor has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but TVM has otherwise complied with its obligations hereunder, Contractor shall promptly notify TVM. TVM agrees to immediately terminate the agreement with the subcontractor upon notice from Contractor. Further, absent such notification from Contractor, TVM 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.

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

13.12 **Waiver of Breach.** The failure of either party to enforce any provision of this Subcontract shall not be deemed a waiver of such provision or modification of this Subcontract. A waiver of any breach under this Subcontract shall not be deemed a waiver of any subsequent breach.

13.13 **Severability.** In the event any part of this Subcontract is found to be unenforceable by any court of competent jurisdiction, such provision(s) shall be given the nearest permissible meaning to that stated herein. If no such meaning can be given, such provision(s) shall be severed from this Subcontract. In either event, the balance of this Subcontract shall remain in full force and effect.

13.14 **Joint Preparation.** This Subcontract has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

13.15 **Headings and Interpretation.** The headings contained in this Subcontract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Subcontract. All personal pronouns used in this Subcontract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Subcontract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

13.16 **Governing Law, Venue, and Waiver of Jury Trial.** This Subcontract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Subcontract shall be in the state or federal courts located in Duval County, Florida. BY ENTERING INTO THIS SUBCONTRACT, TVM AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SUBCONTRACT.

13.17 **Amendments.** No modification or amendment to this Subcontract shall be effective unless it is in writing and executed by authorized representatives of each party.

13.18 **Prior Agreements.** This Subcontract represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Subcontract that is not contained in this written document.

13.19 **Incorporation by Reference.** All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits hereto are also incorporated into and made a part of this Subcontract.

13.20 **Representation of Authority.** Each individual executing this Subcontract on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Subcontract on behalf of such party and does so with full legal authority.

13.21 **Survival.** The following provisions, as well as any other provisions which by their plain meaning are intended to survive expiration of this Subcontract: Article 3 Process; Article 4 Termination; Sections 5.3; Article 6 Indemnification and Limitation of Liability; Article 7 Insurance; Article 9 Warranties; Article 10 Rights in Artwork; Article 11 Artist Credit; and Article 12 Miscellaneous.

13.22 **Rights and Remedies.** The rights and remedies set forth in this Subcontract are without prejudice to any other rights and remedies existing under applicable law or otherwise, except where liability is expressly limited or a remedy is expressly stated to be a party’s sole remedy.

13.23 **Counterparts.** This Subcontract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Subcontract. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

13.24 **Scope of Agreement; Incorporation of Terms and Conditions of the Primary Contract.** TVM's relationship to Contractor shall be that of independent contractor, and Contractor shall have no responsibility for the safety or acts of TVM's employees, unless related to Contractor's negligent or willful behavior. TVM shall comply with the provisions of applicable federal, regional, state, county, city, and local legislation, laws, codes or regulations, or directives promulgated thereunder, applicable to TVM's status as an employer or business enterprise, including, but not limited to, TVM's obligations with regard to the health and safety of its employees, and the identification and securing of required business and professional permits, certificates, registrations, and licenses governing TVM's performance of this Subcontract.

13.25 **Waiver of Consequential Damages.** All Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to the services provided pursuant to this Project including, without limitation, claims relating to: loss of use; loss of profit; claims for delay impact or disruption; operational costs; market value and revenue; tax incentives/credits and rebates; insurance premiums; and project and TVM and/or Contractor reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Subcontract through their duly authorized representatives.

By _____

Print Name:

Its

Date: _____

By _____

Print Name _____

By _____

Print Name _____

THEVERYMANY, LLC

By _____

Print _____

Its _____

Date: _____

WITNESSES:

By _____

Print Name _____

By _____

Print Name _____

EXHIBIT A
TVM'S SERVICES

1.TVM's Scope of Services

1.1 Fabrication File Phase:

- Review of all Contractor provided documents, including site surveys, geo-technical surveys, as-built information and any other drawings or information submitted.
- Preparation of construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.

1.2 Fabrication and Installation Phase:

- Fabrication, transportation, delivery and installation of Artwork on Site;
- All other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal.

1.3 Acceptance / Close-Out

- Submit Project cataloging Form as per Exhibit C

2.Contractor's Responsibilities:

2.1 TVM may request at any time all construction information regarding the Site, including but not limited to soil reports, as-built surveys of the Site, including subsurface investigations that identify all underground utilities and other subsurface features that may impact the installation of the Artwork, and any reasonable assistance required by TVM to allow TVM to perform the services required by this Subcontract. To the extent such information is available to the Contractor or to third parties under the Contractor's control, the Contractor will promptly provide such information to TVM. TVM is entitled to rely on the accuracy, completeness and timely delivery of all such information, materials, scaled drawings or other documentation; provided, however, that the Contractor will have no liability to TVM for any such information, materials, scale drawings, or other documentation that were developed, produced, generated, or otherwise created by parties other than the Contractor, including but not limited to the City's Project architects, engineers, design professionals, or consultants.

2.2 Contractor to provide TVM with all current drawings and specifications including any revisions prepared by District's and City's consultants and subconsultants throughout the time of this agreement.

2.3 Notwithstanding the foregoing, in no event shall TVM be responsible to search for, test for, investigate the presence of, monitor, remediate, abate, clean up, remove, dispose, contain, treat,

detrify or neutralize asbestos, polychlorinated biphenyls (PCB's), petroleum, other hazardous or toxic materials, radioactive material or any other pollutant within the Site. TVM shall not be responsible to investigate any subsurface conditions and is entitled to rely on the accuracy of the information concerning the existence and location of underground utilities and other subsurface conditions at the Site provided by the Contractor or the Project team. Any increased costs and/or expenses due to unanticipated subsurface or environmental conditions shall not be the responsibility of TVM.

EXHIBIT B
PAYMENT AND PERFORMANCE SCHEDULE AND MILESTONES
FOR FABRICATION AND INSTALLATION PHASE

[TVM TO REVISE BASED UPON SPECIFICS DEVELOPED DURING PREPARATION OF FINAL DOCUMENTS]

Fabrication and Installation Milestones	Performance Date	Payment Amount
Milestone 1 - Execution		\$
Milestone 2 - Fabrication File Phase		\$
Milestone 3 - 30% Fabrication (Laser cutting complete)		\$
Milestone 4 - 60% Fabrication (Parts Folding and Preparation completed)		\$
Milestone 5 - 100% Fabrication (Parts painted, protected, crated and ready to ship)		\$
Milestone 6 - Substantial Completion		\$
Milestone 7 - Acceptance / Close Out (including Final Acceptance of Artwork by the District and the submission of the Cataloguing Form (Exhibit C)).		\$
TOTAL BUDGET		\$

EXHIBIT C
PUBLIC ART CATALOGUE FORM

To be filled out by TVM, dated and signed:

After Final Acceptance of Artwork, to certify actual materials, methods and maintenance update

For Warranty Work or Maintenance Work that results in changes to original Catalogue Form

I. GENERAL INFORMATION	
Project Title:	
Artwork Title:	
Address & Location:	
Today's Date	
II. ARTIST INFORMATION	
Vendor #:	
Index Code:	
Sub-object:	
Name of Artist Company:	
Name of Artist or Artists	
Name for use on plaque and public relations materials (if differs from above):	
AKA, if applicable	
Address:	
E-mail:	
Website (if any):	
Phone:	O:
	M:
	H:
	Fax:
One paragraph biography of Artist (including DOB and birthplace):	
Photograph of Artist (attached):	
III. OBJECT INFORMATION	
Medium (list all if multiple)	
Placement (physical positioning):	
Distance to closest body of water	
Distance to and relation to and amount of vehicular traffic (heavy, light)	

Intended human interaction, if any	
Possible unintended human interaction	
Map	
Describe nearby solar or electrical lighting or ambient light and how may affect impact of artwork	
Other Environmental Factors & Landscaping Description (including factors which may affect the condition of the artwork such as sunlight, etc.)	
Object Dimensions in inches & Weight in pounds (list by piece if multiple):	H:
	W:
	D:
	Weight:
Base/ Support Systems Dimensions & Weight:	H:
	W:
	D:
	Weight:
Plaque material, verbiage & placement (with input from District):	
Artist statement of intent for plaque (one sentence)	
Interior Lighting (type and positioning):	
Exterior Lighting (type and positioning and estimated cost)	
Explain how Artwork will be visible by day and night:	
Inscription or marks:	
Artist's Intent (including site-specificity, if any):	
Description of the design basis and context of the Artwork:	
Public Use:	
Detailed Description:	
IV. Budget as per Design Contract and Exhibit B of this Subcontract	
	Vendor:
	Location
	Cost:

	Name of Item:	
	Manufacturer info (address, phone, fax, email):	
	Supplier info (address, phone, fax, email):	
(check "YES" or "NO"):	YES	NO
	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail	
Website:		
Date of Final Installation:		
VII. MAINTENANCE PLAN (attach schedule of maintenance for specific items: light bulb, electronics etc.)		
Maintenance treatment description:		
Maintenance treatment schedule:		
Desired appearance of artwork & Aging expectations:		
Aging expectations:		
Expected lifespan of artwork:		
	Materials list	
	Color Samples	
	Replacement components (including specs)	
	Safety Data Sheets	
	Special Tools	
	Other	
Describe in detail method of addressing repairs and cleaning and best practice and tools (eg spray paint or brush paint, soap or no soap)		
Artist Warrants Artwork against defectiveness within first year. Other Warranties (provide copies):		
Other Warranties (provide copies):		

Value of the Artwork (including the Artist's basis for determination of value)	
Other:	

TVM certifies by below signature that the above Artwork Cataloging Information is accurate according to the actual methods and materials used in fabrication and installation as part of TVM's Final Acceptance documentation.

THEVERYMANY, LLC

BY: _____

PRINT NAME: _____

ITS: _____

DATE: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Maintenance & Conservation Completion Log (to be filled out by [_____]):

Date Completed	Assessment/ Maintenance/Conservation	Examined by	Additional Comments

EXHIBIT D
INSURANCE REQUIREMENTS

A. Insurance. Without limiting its liability under this Subcontract, TVM shall obtain in accordance with this Subcontract and in any case prior to commencement of the Fabrication and Installation Work, and maintain at its sole expense during the life of this Subcontract (and TVM shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Type of Insurance	Limits
Workers' Compensation and Occupational Disease Insurance in accordance with applicable laws. Must include Waiver of Subrogation	Statutory
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Commercial General Liability <ul style="list-style-type: none"> ✓ Contractual Liability ✓ Completed Operations/Product Liability ✓ Personal & Advertising Injury ✓ Written on a per occurrence basis ✓ Severability of Interests ✓ Additional Insured including completed operations endorsement 	\$2,000,000 General Aggregate \$2,000,000 Products/Comp/Ops Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
Professional Liability	\$1,000,000 Per Claim \$1,000,000 Annual Aggregate

During the continuance of this Agreement, TVM shall deposit with the Contractor current certificates evidencing the policies and endorsements set forth above and shall provide Contractor with at least thirty (30) days' written notice prior to the modification or cancellation of any insurance policy required under this Agreement. Certificates evidencing professional liability insurance coverage shall be furnished to the Contractor annually during this contract and for three years thereafter.

Certificate of Insurance Description Box MUST include:

- All policies except for Workers Compensation and Professional Liability, shall endorse _____ as additional insured
- All policies, except Professional Liability and Workers Compensation, shall include primary/non-contributory endorsement.
- All Policies, except Professional Liability, shall include a waiver of subrogation
- Project Name

Certificate Holder:

EXHIBIT E
PAYMENT CERTIFICATION

Project Name: _____

Project Address: _____

1. Except as set forth in Paragraph 2 below, the undersigned hereby certifies that all subcontractors, sub-subcontractors, laborers, materialmen who contracted with any of the above, and all professionals as referenced in Section 713.03, F.S., providing labor, materials, or services on the above-referenced project have been paid all funds to which they are entitled and/or have requested for labor or materials furnished through the following date: _____.

2. The following entities have not been paid the following amounts for the following reasons. A copy of any notices sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form.

<u>Entity Name</u>	<u>Amount Unpaid</u>	<u>Reason for Non-Payment</u>
--------------------	----------------------	-------------------------------

3. The undersigned is authorized to execute this Certification on behalf of Artist.

By: _____

(Signature)

Title: _____

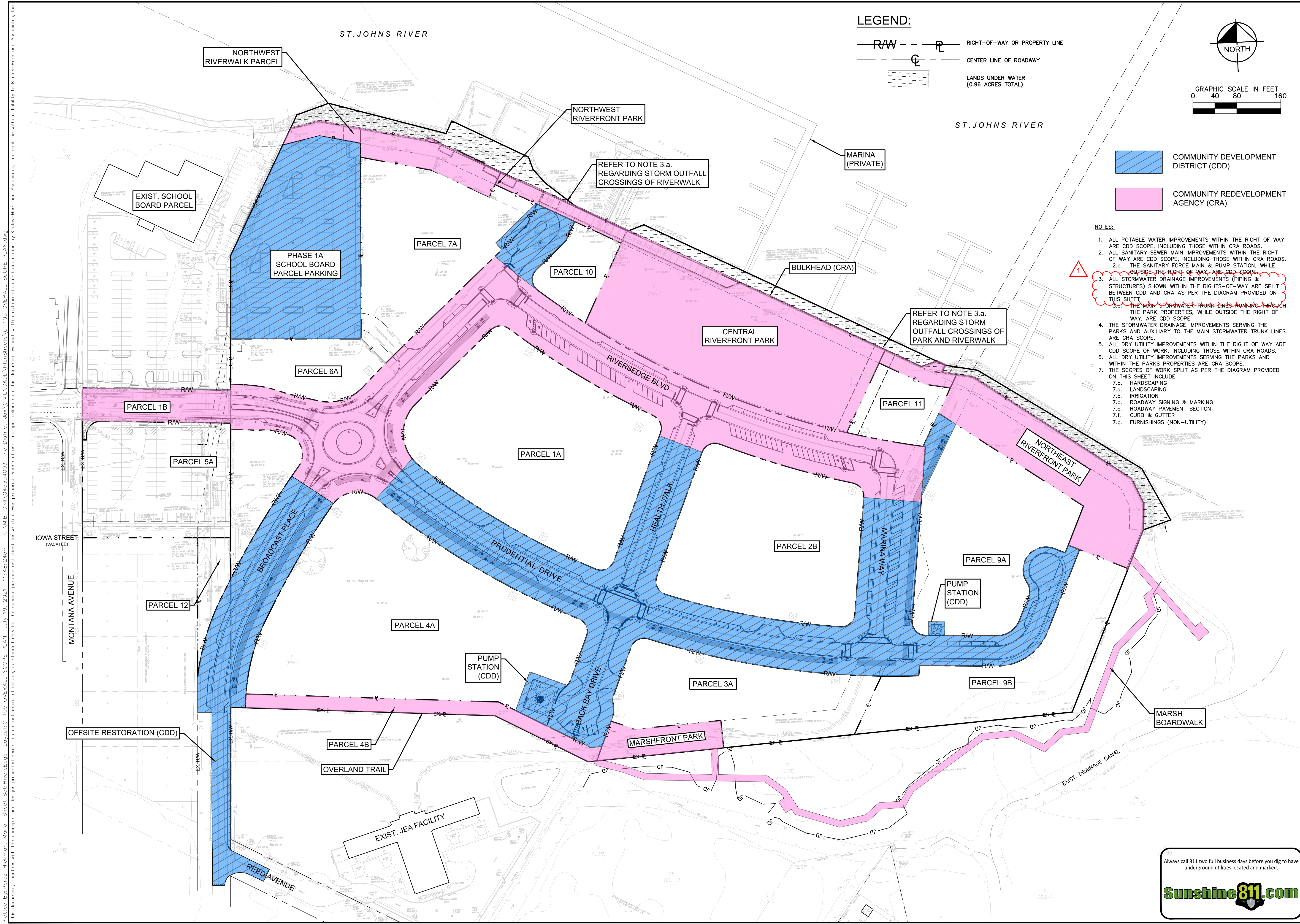
Company Name: _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public (seal)

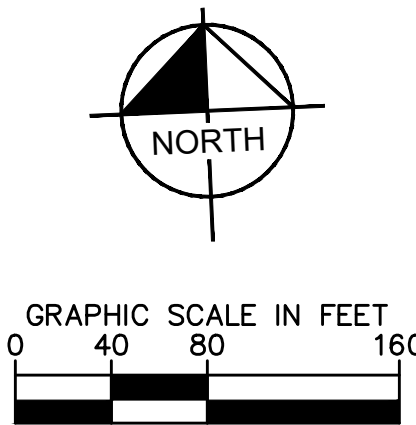
My Commission Expires: _____

Due to file size restrictions, the project CAD files cannot be uploaded to DEMANDSTAR. If you wish to receive the project CAD files, please submit a request to DistrictPhase3RFP@kimley-horn.com



LEGEND:

- RIGHT-OF-WAY OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- LANDS UNDER WATER (0.96 ACRES TOTAL)



- COMMUNITY DEVELOPMENT DISTRICT (CDD)
- COMMUNITY REDEVELOPMENT AGENCY (CRA)

NOTES:

1. ALL POTABLE WATER IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE, INCLUDING THOSE WITHIN CRA ROADS.
2. ALL SANITARY SEWER MAIN IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE, INCLUDING THOSE WITHIN CRA ROADS. 2.a. THE SANITARY FORCE MAIN & PUMP STATION, WHILE OUTSIDE THE RIGHT-OF-WAY, ARE CDD SCOPE.
3. ALL STORMWATER DRAINAGE IMPROVEMENTS (PIPING & STRUCTURES) SHOWN WITHIN THE RIGHTS-OF-WAY ARE SPLIT BETWEEN CDD AND CRA AS PER THE DIAGRAM PROVIDED ON THIS SHEET. 3.a. **THE MAIN STORMWATER TRUNK LINES RUNNING THROUGH THE PARK PROPERTIES, WHILE OUTSIDE THE RIGHT OF WAY, ARE CDD SCOPE.**
4. THE STORMWATER DRAINAGE IMPROVEMENTS SERVING THE PARKS AND AUXILIARY TO THE MAIN STORMWATER TRUNK LINES ARE CRA SCOPE.
5. ALL DRY UTILITY IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE OF WORK, INCLUDING THOSE WITHIN CRA ROADS.
6. ALL DRY UTILITY IMPROVEMENTS SERVING THE PARKS AND WITHIN THE PARKS PROPERTIES ARE CRA SCOPE.
7. THE SCOPES OF WORK SPLIT AS PER THE DIAGRAM PROVIDED ON THIS SHEET INCLUDE:
 - 7.a. HARDSCAPING
 - 7.b. LANDSCAPING
 - 7.c. IRRIGATION
 - 7.d. ROADWAY SIGNING & MARKING
 - 7.e. ROADWAY PAVEMENT SECTION
 - 7.f. CURB & GUTTER
 - 7.g. FURNISHINGS (NON-UTILITY)

Plotted By: Perez-Hickmon, Mario. Sheet Set: RIVERSEDGE - LAYOUT C-105 OVERALL SCOPE PLAN. July 19, 2021. 11:48:24am. K:\MIB_Civil\045394003-The District-Jack\DWG\CADD\PlanSheets\C-105 OVERALL SCOPE PLAN.dwg
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		BID SET NOT FOR CONSTRUCTION JULY 7, 2021	07/19/2021 AB
LICENSED PROFESSIONAL AARON E. BUCHLER, P.E. FL LICENSE NUMBER 54606		DATE: JULY 2021 SCALE: AS SHOWN DESIGNED BY: JUL DRAWN BY: JUL CHECKED BY: AB	
OVERALL SCOPE PLAN RIVERSEDGE		CITY OF JACKSONVILLE FLORIDA	
SHEET NUMBER C-105		REVISIONS No. DATE BY	

Always call 811 two full business days before you dig to have
 underground utilities located and marked.

Date-Time: July 16, 2021, 1:00 p.m.
Location: RiversEdge Site

SIGN IN SHEET

NAME	TITLE	COMPANY	PH #	EMAIL
Tony Landry	President	RUSH MARINE LLC	813 393 7375	tlandry@rushinc.com
JAY TENNEY	BD MGR	C.A. MURREN & SONS	912 704 7696	jtenney@cmurren.com
Jim Zenone	Est.	Petticoat-Schmitt Civil	904 751 0888	jzenone@petticoatschmitt.com
Matthew Cumella	Estimator	trierco, +	407-821-5261	Chris.beaudoin@kiphit.com
Spence Nagy	Estimator	Vallencourt Const.	904-742-5343	SPENCE@VALLENCOURT.COM
Brian Pate	Estimator	Baker Constructors	904 460 7850	bpate@bakerconstructors.com
GARLAND CHICK	V.P.	JB COXWELL CONT	904-786-1120	estimating@jbcowell.com
David Hinson	P.M.	J.D. HINSON COMPANY	904-334-0060	DAVID@JOHNSON.COM
Kelsey Cox	P.M.	COJ	904 255 9931	KCOX@COJ.net
DEMYCE CALHOUN	ENG.	VIA	904 994 3935	D.CALHOUN@CS.com
DELIKE HENKES	ADMIN	KIMLEY HORN	904 710 4115	DELIA.HENKES@KIMLEY-HORN.COM

THE DISTRICT – PHASE 3 CRA & CDD RFPs
MANDATORY PRE-PROPOSAL MEETING

Date-Time: July 16, 2021, 1:00 p.m.
Location: RiversEdge Site

SIGN IN SHEET

NAME	TITLE	COMPANY	PH #	EMAIL
JOEY DUNLON	DIRECTOR / PM	POND	(904) 545-5868	DUNLONJ@POND.CO.COM
Sonny Boston	Project Manager	CGC, Inc	904-783-4119	office@cgccivil.com
MELISSA CASSIDY	SECRETARY	JAX Utilities Mgmt.	904-855-0111	jaxutilities@jaxum.comcast
ROB PAULGER	ESTIMATOR	J.B. LOXWELL	904-786-1120	ESTIMATOR@JBLoxwell.com biz.net
ANNA WALLING	KH LA	KIMLEY-HORN	904-828-3940	anna.walling@kimley-horn.com
BILL SCHILLING	CDD Engineer	KIMLEY-HORN	904-828-3940	bill.schilling@kimley-horn.com

**THE DISTRICT – PHASE 3 CRA & CDD RFP's
MANDATORY PRE-PROPOSAL MEETING**

DATE-TIME: July 16, 2021, 1:00 p.m.

MEETING MINUTES

Location: RiversEdge Site

Page 1 of 3

1. INTRODUCTION OF TEAM

- Bill Schilling, Kimley-Horn
- Mike Mullis, Kimley-Horn (not in attendance)
- Jason Sheasley, Kimley-Horn (not in attendance)
- Anna Walling, Kimley-Horn
- Denise Henkes, Kimley-Horn
- Pete Sheridan, VIA (not in attendance)
- Deryle Calhoun, VIA
- Danny Weber, VIA
- Joey Duncan, Pond
- Kelsey Cox, City of Jacksonville

2. RIVERSEDGE PROJECT, OVERALL DESCRIPTION

- A. The District and CDD cover approximately 32 acres
- B. Old southside generator site
- C. Power plant was owned by JEA
- D. Development will be mixed use, city parks, marina
- E. This is Phase 3 for the balance of the project excluding the School Board Parking Lot and new Bulkhead
- F. This project will be funded with both CDD and CRA (City) funds
- G. Bidding is being conducted publicly in accordance with CDD and City requirements and there is a zone of silence. No verbal questions – all questions must be submitted in writing, via email, to districtphase3rfp@kimley-horn.com.
- H. Issued as two separate RFPs to separate CDD vs CRA (City) Project
- I. ONE contractor will be selected for both RFPs
- J. Joey stated VIA and Pond will be providing CEI services on behalf of the City.

3. SCHEDULE

- A. Today (now) – Mandatory Pre-Proposal Meeting and Deadline for Challenges to Project Manual
- B. 7/19/21-7/30/21 – Can open site during normal business hours for site visit. Send email if you need to request access.
- C. 7/30/21 at 11am – Deadline for questions
- D. 8/6/21 at 11am – All proposal submittals are due
- E. Proposals will be reviewed and ranked at the CDD Board's August meeting
- F. Selected Contractor to be under contract no later than September 3, 2021
- G. Goal is to begin construction no later than early-October

4. PROJECT MANUAL

- A. Project Manual outlines the proposal requirements.
- B. All forms need to be completed in ink or typed and all blanks need to be filled in.
- C. Certificate of Insurance must be submitted with proposal.
- D. Audited financial statements are required for the last three years.
- E. Discussed Direct Purchase Option being retained by the CDD.

5. SUBMITTAL AND SCORING

- A. Submittal to include 10 original and 1 electronic copy, for each RFP.
- B. Scoring based upon licensing, experience, personnel, financial, pricing, and proposed schedule.

6. TECHNICAL DOCUMENTS THAT HAVE BEEN ISSUED

- A. Construction Plans for Duval County Public Schools School Board Parking Lot-Bid Set, dated July 7, 2021
- B. Construction Plans for Roadway & Utility Plans – Bid Set, dated July 7, 2021
- C. Construction Plans for Landscape, Hardscape, Irrigation Streetscape Plans – Bid Set, dated July 7, 2021
- D. Brownfield Site Rehabilitation Agreement and Clean Closure Plan, dated August 1, 2001 (“BSRA”)
- E. Site Rehabilitation Closure Order (“SRCO”)
- F. Soil Management Plan
- G. Dewatering Plan
- H. General Health and Safety Information Document

7. PLAN SET

- A. School Board Parking Lot Plans – Prudential Drive only to be included in the proposals
- B. Roadway and Utility Plans
- C. Streetscape Plans
- D. Parks, Riverwalk and Boardwalk plans are still in progress and will be provided at a later date after the RFP submittal deadline. Budget allowances are included in the CRA RFP for these items.

8. BID TABULATION SHEET

- A. It may not contain all of the items needed to construct and complete project. Include what you need for your bid tabulation within the excel file. Items listed in bid tabulation should not be deleted; if not using, indicate quantity of zero. Additionally, if item is not included in bid tabulation, please add it in the most appropriate category.
- B. Discussed CRA (City) Allowances for items still being designed. Proposers are solely responsible for compiling quantities for preparation of their proposals and the execution of work.

9. ARTIST CONTRACT

- A. \$2,000,000 – THEVERYMANY – Marc Fornes
- B. ADDENDUM 1, containing the Form of Contract with the Artist will be issued no later than EOD Monday, July 19, 2021.

10. PLAYGROUND EQUIPMENT CONTRACT

Playground Equipment Contract - \$1,000,000 – Provider not selected yet – Multiple providers being interviewed and evaluated

11. CAD FILES

CAD files have been requested; files will be distributed in ADDENDUM 1 no later than EOD, Monday, July 19, 2021.

12. ENVIRONMENTAL

- A. Contaminated Site
 - 1) Brownfields
 - 2) RCRA – Resource Conservation and Recovery Act
 - 3) Soil & Ground Water Contamination
 - 4) COC include, but may not be limited to; Arsenic, benzo(z)oyrene, lead, barium, dibenzo(a,h) anthracene, nickel, PCB's Vanadium
- B. Site Specific Health and Safety Plan must be Prepared by Selected Proposer
 - 1) Discussed Worker exposure to COC's
 - 2) CIH (Certified Industrial Hygienist) Signed & Sealed
 - 3) Submit HASP 2 Weeks prior to starting work
- C. Soil Management Plan
 - 1) Dust Control Plan
 - 2) Stormwater BMP's
 - 3) Assume all soil below 2-foot cap on-site to be contaminated
- D. Dewatering Plan
 - 1) Discharge to sanitary sewer under Industrial Use Discharge Permitting that must be obtained from JEA.
- E. Hydraulic Control System
 - 1) Must coordinate with O&M consultant (ECS)
 - 2) Discharge Line



AND ASSOCIATES, INC.

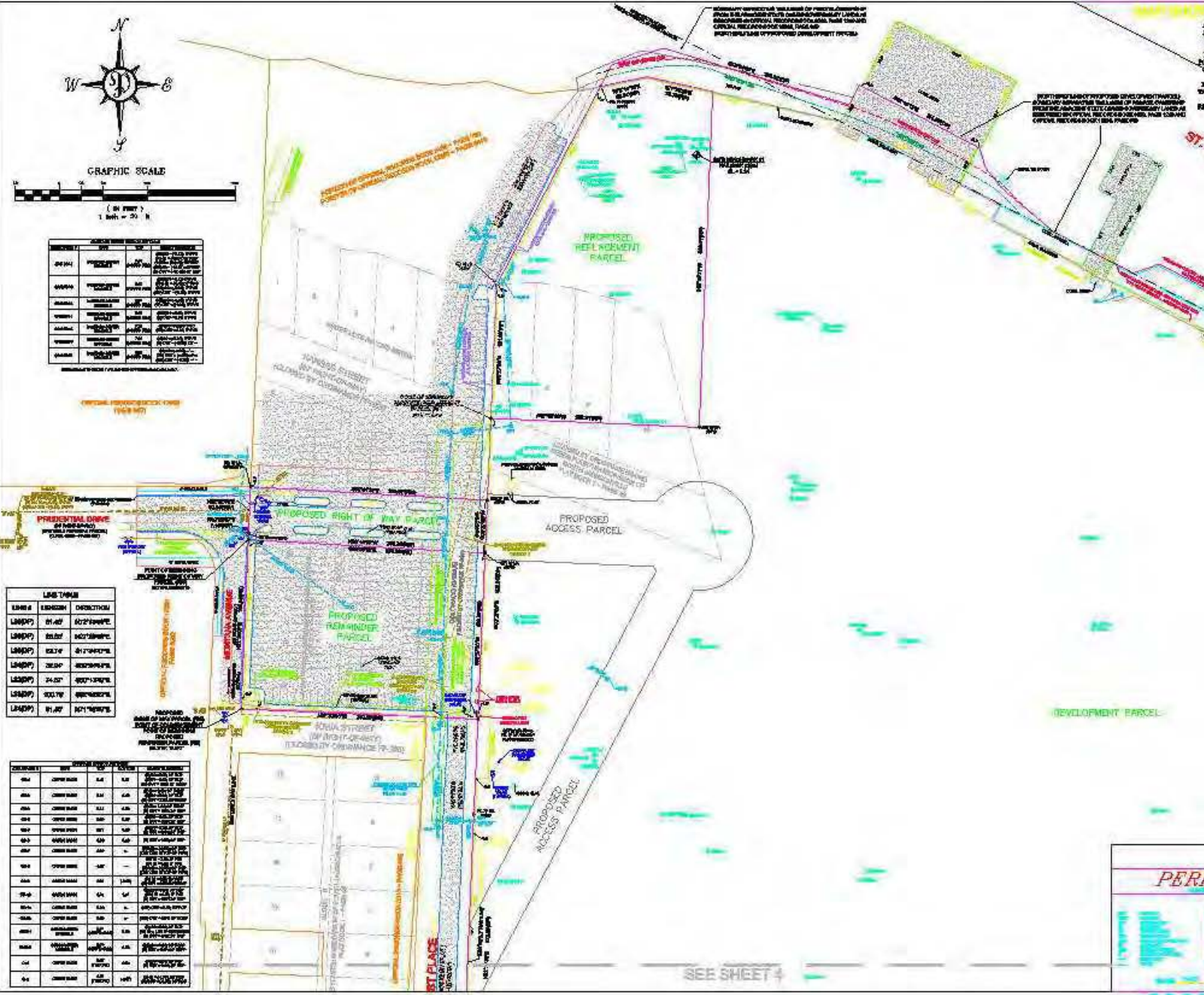




NO.	DATE	BY	DESCRIPTION
0001	01/15/11	W. J. ...	...
0002	02/15/11	...	...
0003	03/15/11	...	...
0004	04/15/11	...	...
0005	05/15/11	...	...
0006	06/15/11	...	...
0007	07/15/11	...	...
0008	08/15/11	...	...
0009	09/15/11	...	...
0010	10/15/11	...	...
0011	11/15/11	...	...
0012	12/15/11	...	...

LINE #	LENGTH	DIRECTION
LEAD1	61.45'	S02°58'W
LEAD2	83.87'	S02°58'W
LEAD3	83.17'	S17°44'W
LEAD4	38.30'	S02°58'W
LEAD5	24.37'	S02°58'W
LEAD6	100.79'	S02°58'W
LEAD7	61.45'	N01°46'W

LINE #	LENGTH	DIRECTION	REMARKS
101	100.00'	N00°00'W	...
102	100.00'	S00°00'W	...
103	100.00'	E00°00'E	...
104	100.00'	W00°00'W	...
105	100.00'	N00°00'W	...
106	100.00'	S00°00'W	...
107	100.00'	E00°00'E	...
108	100.00'	W00°00'W	...
109	100.00'	N00°00'W	...
110	100.00'	S00°00'W	...
111	100.00'	E00°00'E	...
112	100.00'	W00°00'W	...
113	100.00'	N00°00'W	...
114	100.00'	S00°00'W	...
115	100.00'	E00°00'E	...
116	100.00'	W00°00'W	...
117	100.00'	N00°00'W	...
118	100.00'	S00°00'W	...
119	100.00'	E00°00'E	...
120	100.00'	W00°00'W	...



SEE SHEET 4



ALL OF LOT 5 WITH ACRES 16, WATER, LOTS 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, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

JOHNS RIVER

SEE SHEET 5 FOR COMPLETE DESCRIPTIONS
SEE SHEET 6 FOR ORIGINAL NOTES



SEE SHEETS 5

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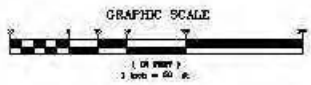
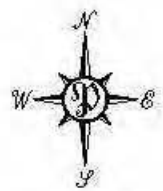
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DEVELOPMENT PARCEL
SEE SHEET 3

BROADCAST PLACE

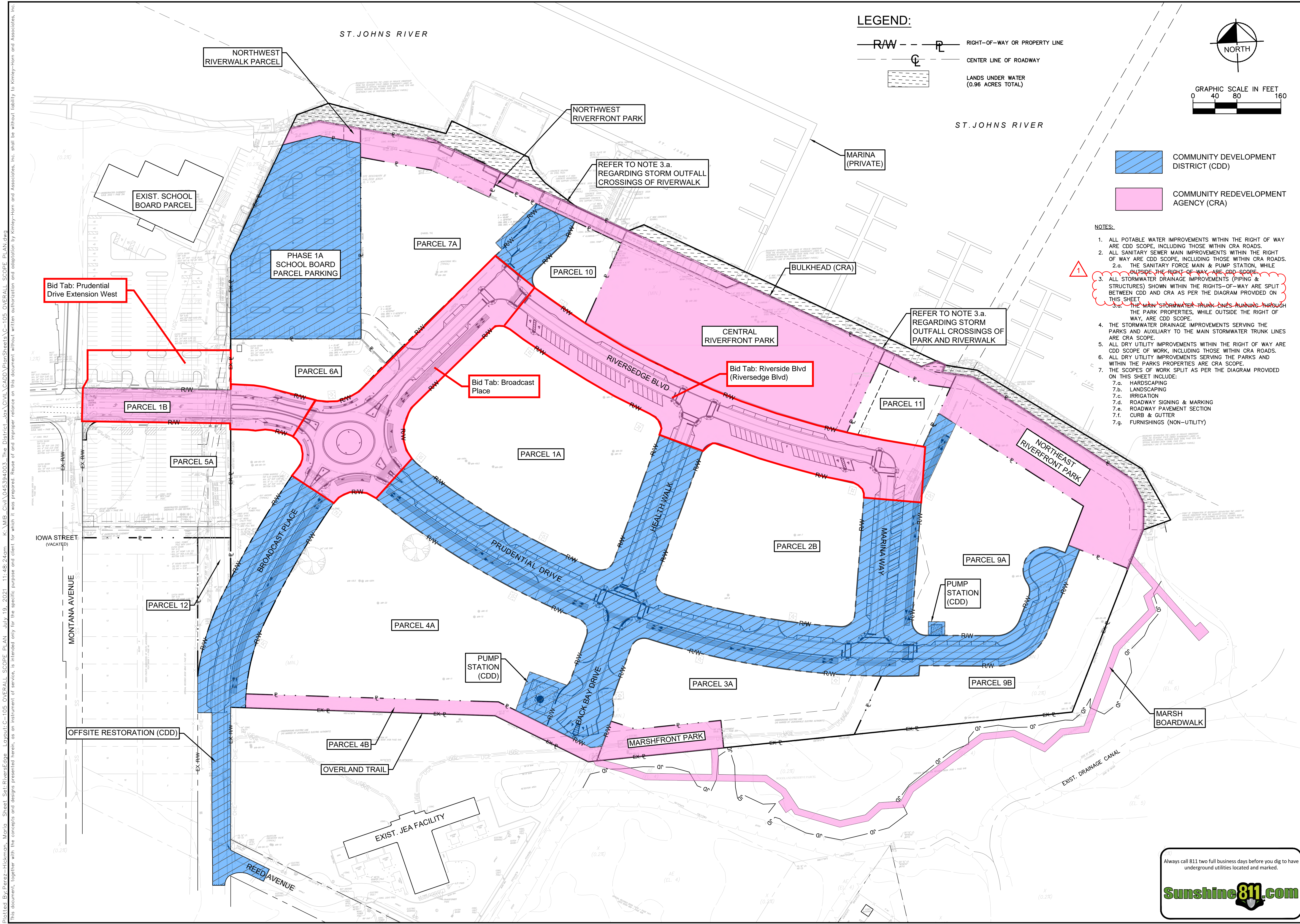
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PERMITS

ALAMO STREET
PERMITS



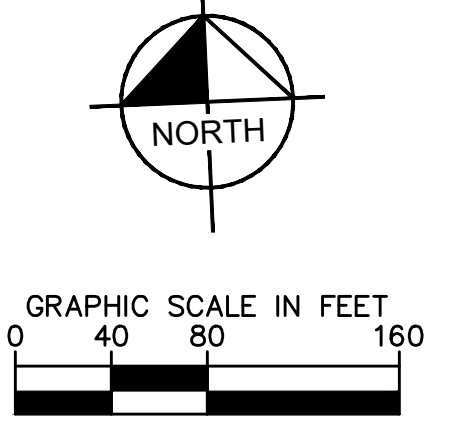
LOCAL PERMITS DEPARTMENT PERMITS UNIT 1-2-21-10-10-10-10-10





LEGEND:

- RIGHT-OF-WAY OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- LANDS UNDER WATER (0.96 ACRES TOTAL)



- COMMUNITY DEVELOPMENT DISTRICT (CDD)
- COMMUNITY REDEVELOPMENT AGENCY (CRA)

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3. ALL STORMWATER DRAINAGE IMPROVEMENTS (PIPING & STRUCTURES) SHOWN WITHIN THE RIGHTS-OF-WAY ARE SPLIT BETWEEN CDD AND CRA AS PER THE DIAGRAM PROVIDED ON THIS SHEET. 3.a. THE MAIN STORMWATER TRUNK LINES RUNNING THROUGH THE PARK PROPERTIES, WHILE OUTSIDE THE RIGHT OF WAY, ARE CDD SCOPE.
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 - 7.e. ROADWAY PAVEMENT SECTION
 - 7.f. CURB & GUTTER
 - 7.g. FURNISHINGS (NON-UTILITY)

Bid Tab: Prudential Drive Extension West

Bid Tab: Broadcast Place

Bid Tab: Riverside Blvd (Riversedge Blvd)

REFER TO NOTE 3.a. REGARDING STORM OUTFALL CROSSINGS OF PARK AND RIVERWALK

REFER TO NOTE 3.a. REGARDING STORM OUTFALL CROSSINGS OF RIVERWALK

Always call 811 two full business days before you dig to have underground utilities located and marked.

Plotted By: Perez-Hickmon, Maria. Sheet Set: RIVERSEDGE - LAYOUT C-105 OVERALL SCOPE PLAN. July 19, 2021. 11:48:24am. K:\MIB_Civil\045394003-The District-Jack\DWG\CADD\PlanSheets\C-105 OVERALL SCOPE PLAN.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

07/19/2021 AB		CLARIFY SCOPE OF WORK OF STORMWATER IMPROVEMENTS		NO.		REVISIONS		DATE		BY	
KHA PROJECT 045394003		DATE JULY 2021		SCALE: AS SHOWN		DESIGNED BY: JUL		DRAWN BY: JUL		CHECKED BY: AB	
KHA PROJECT 045394003		DATE JULY 2021		SCALE: AS SHOWN		DESIGNED BY: JUL		DRAWN BY: JUL		CHECKED BY: AB	
LICENSED PROFESSIONAL AARON E. BUCHLER, P.E.		FL LICENSE NUMBER 54606		DESIGNED BY: JUL		DRAWN BY: JUL		CHECKED BY: AB		DATE:	
OVERALL SCOPE PLAN		RIVERSEDGE		CITY OF JACKSONVILLE		FLORIDA		SHEET NUMBER C-105		DATE:	
KIMLEY-HORN AND ASSOCIATES, INC.		12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258		PHONE: 904-828-3900		WWW.KIMLEY-HORN.COM		CA 00000696		DATE:	
BID SET		NOT FOR CONSTRUCTION		JULY 7, 2021							

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 2 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: July 22, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Responses to written questions received on or before July 21, 2021, 5:00 p.m., for the Phase 3 CDD and CRA Projects.
2. CAD file of the topographic survey prepared by Perret and Associates, Inc., dated October 8, 2018.
3. Revised Phase 3 CRA Project Bid Tabulation form
4. JEA Standard Class II Pump Station Specifications
5. JEA Standard Pump Station Construction Details

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPFM Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

This technical document covers The District – Phase 3 Proposer questions received on or before July 22nd, 2021.

1. Is it the intent to award both the CRA project and the CDD project to a single contractor?

Yes

2. Will any construction take place on the Outparcels concurrently with this project?

Yes, it is possible that construction may occur concurrently on the private development parcels within the project. Proposer should plan accordingly.

3. Please provide the CADD files to help facilitate the material and earthwork takeoffs.

CADD files for the project have been provided as part of Addendum 1.

4. We were unable to locate information regarding existing ground elevations in the plans. Please provide the existing ground elevations in a CADD file format.

The original topographic survey CAD file, prepared by Perret and Associates, Inc., dated October 8, 2018, has been provided as part of this addendum.

5. The CRA “Bid Tabulation Summary” form and “Bid Tabulation” form each refer to Riverside Drive (item 8 on the Bid Tabulation Summary form). Please confirm “Riverside Drive” on these forms is the same road as “RiversEdge Blvd.” in the drawings

Any references to "Riverside Drive" are in fact meant to be for "RiversEdge Blvd".

6. Sheet C-105 of the plans delineates the parts of the project to be included in the CRA contract and the parts to be included in the CDD contract. The CRA is shown in Pink and the CDD is shown in Blue. Prudential Drive east of the Roundabout is “Blue” and is thereby shown to be included in the CDD contract. This conforms with the description of the scope of work shown on the “CDD” “Bid Tabulation Summary” form. Item #6 on the “CRA” Bid Tabulation Summary form indicates a portion of Prudential Drive east of the Roundabout

is included in the “CRA” Contract but it does not appear to be shown that way on plan sheet C-105. Please clarify.

Item #6 - "CRA Prudential Extension - East" was shown in error on the CRA Bid tabulation form. It has been removed. Please see the revised bid tabulation form and a Bid Tabulation Delineation Exhibit attached.

7. The “CRA” Bid Tabulation Form has sections specifically set aside for Prudential Drive – West of the Round About, Prudential Dive – East of The Round About, Broadcast Place – Including the Roundabout, and Riverside Drive. There is no clear delineation shown on the plans to indicate where one section of the Bid Tabulation form ends and another section of the Bid Tabulation form begins. Please clarify on the drawings the limits to be included in each portion of the bid form.

Please see the Bid Tabulation Delineation Exhibit provided as part of this Addendum.

8. Note 3 on plan sheet C-105 says “All Stormwater Drainage Improvements (Piping and Structures) Within The Right of Way are CDD Scope, Including Those Within CRA Roads”. The Prudential Drive West portion of the “CRA” Bid Form has drainage pipe and structures listed. The pipe and structures in the plans do not appear to match the bid items listed in the “CRA” Prudential West bid form. Please clarify where the cost for the drainage pipe and structures in the ROW of Prudential Drive West are to be included.

See Addendum #1 - "Revised sheet C-105 for clarification. Drainage components within the CRA ROW will be a CRA cost and drainage components within the CDD ROW will be a CDD cost.

9. Note 3 on plan sheet C-105 says “All Stormwater Drainage Improvements (Piping and Structures) Within The Right of Way are CDD Scope, Including Those Within CRA Roads”. The Broadcast Place portion of the “CRA” Bid Form has drainage pipe and structures listed. Please clarify where the cost for the drainage pipe and structures in the ROW of Broadcast Place are to be included.

See Addendum #1 - "Revised sheet C-105 for clarification. Drainage components within the CRA ROW will be a CRA cost and drainage components within the CDD ROW will be a CDD cost.

-
10. The proposed bulkhead at the river is being installed under a separate contract. Will the 48" storm pipe penetration at the new bulkhead be performed under the Bulkhead contract? If the pipe penetration and a single 48" pipe stub-out are performed by the Bulkhead contractor it will minimize conflicts regarding potential bulkhead damage/failure.

The 48" storm pipe penetration at the new bulkhead will be performed under the Bulkhead contract.

11. We were unable to find a detail for the 48" Storm pipe penetration at the proposed bulkhead in the drawings. If the penetration is to be performed under this contract, please provide a bulkhead penetration detail.

The 48" storm pipe penetration at the new bulkhead will be performed under the Bulkhead contract.

12. Please exclude the "Allowances" in the CRA contract from the 20% JSEB goal. The CRA allowances of \$11,713,000.00 add \$2,342,600.00 of JSEB contribution. The proposer has no control over the Allowances and the \$2,342,600.00 additional JSEB contribution makes the JSEB goal for the scope of work the proposer is responsible for substantially higher than 20%.

The intent of this contract, is that the selected proposer will be responsible for the construction of the improvements contemplated as a part of the allowances and that the selected proposer will make good faith efforts to achieve the JSEB Goal for all work performed including the work contemplated as part of the allowances. Understanding that the designs are not complete for the allowance items, as part of their proposals, proposers shall summarize their JSEB subcontractors and JSEB participation percentages separately for the non-allowance items and should commit to making good-faith efforts to achieving the JSEB goal for the allowance items in the future.

13. The First paragraph in Part I (A) Notice of Request for Proposals in the Project Manual for both the CRA and CDD projects mention the "Duval County Schools School Board Parking Lot" bid set. However, neither the "Bid Tabulation Summary" nor the "Bid Tabulation Form" for either the CDD or the CRA specifically indicate the work shown in the School Board Parking Lot Bid Set is part of the project. Please clarify if the work shown in the School Board Parking Lot Bid Set is part of the project.

The Prudential Drive Extension shown in the school board plan set is included in the "CRA - Prudential Extension - West of Roundabout" bid tab. Except for the water line work. This work should be included in the CDD - Water bid tab form.

14. If the work shown in the School Board Parking Lot Bid Set is part of the project, should the cost be included as part of the CDD or the CRA?

The Prudential Drive Extension and minor parking lot improvements shown in the school board plan set is included in the CRA cost. Except for the water line work. This work should be included in the CDD cost.

15. There are discrepancies between the way the silt fence is shown on sheet C-201 and the way it is shown on sheets C-900 thru C-915. Sheet C-905 shows silt fence in an area where it is not called for on sheet C-202. Sheet C-907 shows a double run of silt fence along the bulkhead and sheet C-202 shows a single run. Please clarify.

For the purposes of this Phase 3 bid, Proposers shall base their bids for the silt fence as shown on sheet C-201.

16. Please postpone the bid date 30 days to allow the contractor to do the detailed material takeoffs and cost analysis this project warrants.

There are no plans to change the "bid submittal" due date at this time.

17. Please provide the budget for each of the projects. We will forward the information to the bonding company when we get the 25% bid bonds.

The project has been designed and the budget has been prepared based on the District Engineer's opinion of probable construction cost, utilizing industry standards and available unit costs. The project budget has been approved by the Owner and the project is fully funded. We anticipate that the proposal prices will fall within the acceptable range for the project cost.

18. Will the contractor be required to pay JEA for the dewatering permit?

Yes

-
19. Will the contractor be required to pay JEA for any construction dewatering that discharges into the JEA sewer system?

Yes

20. Please provide the location of the JEA Sewer Manhole to be used for construction dewatering discharge.

It is the proposer's responsibility to coordinate with JEA to determine which manhole JEA requires discharging to.

21. JEA can take 60 to 90 days to review applications for permits to discharge contaminated water into their sewer system. The project manual indicates the contract will be signed in September 2021 and calls for a construction schedule to be submitted with the bid. What is the anticipated start date for the project?

Proposers shall provide an anticipated construction start date based on their review of the Project manual and the improvement plans. It should be assumed that the selected proposer will be under contract by September 3, 2021 as specified in the Project Manual.

22. The General Information for Health and Safety Plan Preparation report provided in the bid documents "recommends" the contractor use a Certified Industrial Hygienist (CIH) to prepare their site-specific Health & Safety Plan (HASP). However, in the Soil Management Plan, Stormwater Improvements, Utility Construction and Dewatering Addendum, Section 5.1, item "F" indicates contractors whose workers may encounter contaminated material are "required" to have a site-specific HASP that is signed and sealed by a CIH. Is the use of a CIH to develop the HASP a recommendation or a requirement?

It is required that the contractor use a certified industrial Hygienist to prepare a HASP. The HASP must be submitted to the District Engineer at least two weeks prior to construction commencement for review and approval.

23. Who pays for the Geotechnical Testing, densities, etc.?

If it is determined upon the proposers review of the RFP documents that survey, geotechnical, testing, or any other services are needed for the successful completion of the proposers work, then the proposer should include that cost as part the bid and would be the proposers responsibility.

24. What is to be done with the existing monitoring wells on the project? Is the monitoring well relocation work complete? Will all necessary work associated with the monitoring wells be performed by others?

Select monitoring wells associated with the groundwater contaminant system have already been abandoned by the owner. However, other monitoring wells remain in place. The Contractor is responsible for ensuring that the monitoring wells are not disturbed during construction. The Contractor is responsible for notifying Kimley-Horn of conflicts with any of the existing monitoring wells on-site. Work associated with the abandonment or replacement of the monitoring wells will be performed by the CDD.

25. Please provide the Sewer Lift Station detail sheets for both lift stations.

The JEA pump station will be a Class II pump station facility with an 8-ft diameter, concrete wet well approximately 23-ft deep and with dual pumps, controls, equipment, etc. typical of JEA Class II pump stations and as shown in the typical JEA details provided as part of this Addendum

The private pump station will be a 6-ft diameter concrete or fiberglass wet well approximately 14-ft deep and with dual pumps, controls, equipment, etc. typical of local residential developments and meeting JEA requirements.

26. Will the contractor be responsible for paying for the contamination testing of stockpiled soil that is required prior to its disposal?

The CDD will pay for the stockpile testing. The Contractor is responsible for coordinating with Kimley-Horn to have the soil stockpiles sampled and tested.

27. There do not appear to be any bid items for the Hardscape in the CDD Bid Tabulation. How is the contractor to be compensated for the Hardscape work within the CDD portion of the project?

Per the bid Forms-This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work. If additional items are needed to complete the project, they should be added to the bid tabulation sheet.

28. We did not find The Redevelopment Agreement among the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and Owner for Redevelopment of the JEA Southside Generator Parcel, dated July 12, 2018, together with all agreements and exhibits thereto in the bid documents. Per Section 9.01, item 12, of the Standard Form of Agreement, it is to become part of the successful proposers contract for the project. If the Redevelopment Agreement is intended to be part of the contract agreement with the successful proposer, please provide the Redevelopment Agreement for proposers to review.

As specified in the Project Manual the applicable requirements of the Redevelopment Agreement have been written into the forms of contract included with the Project Manual. Moreover, Proposers were asked to provide any proposed changes to the contract form. Accordingly, proposed changes/clarifications to the contract form such as this one have been noted and will be considered in connection with the evaluation and scoring of all proposals and, as appropriate, addressed/clarified following issuance of a Notice of Award.

29. On page 3 of the Supplementary Conditions, Item 8 calls for “Design Professional Liability Insurance”. Proposers are not performing design services for this project. Will the contractor be required to meet the “Design Professional Liability Insurance” requirement?

As specified in the Project Manual CRA Project – Phase 3 - CRA and CDD Projects, Proposers were asked to provide any proposed changes to the contract form. Accordingly, proposed changes/clarifications to the contract form such as this one have been noted and will be considered in connection with the evaluation and scoring of all proposals and, as appropriate addressed/clarified following issuance of a Notice of Award.

30. Are there portions to be bored?

No utilities are currently proposed to be bored.

31. What are the approximate lengths, sizes, and types of pipes to be installed on the project?

All project information, plans and CADD files for the project have been provided as part of the RFP and Addendum 1.

32. On page 6 of the Supplementary Conditions, Exhibit P requires the contractor to have Builders Risk insurance. Our insurance agent indicated Builders Risk insurance does not apply to the civil work included in this projects' scope. Will the contractor be required to meet the Builders Risk insurance requirements?

As specified in the Project Manual CRA Project – Phase 3 - CRA and CDD Projects, Proposers were asked to provide any proposed changes to the contract form. Accordingly, proposed changes/clarifications to the contract form such as this one have been noted and will be considered in connection with the evaluation and scoring of all proposals and, as appropriate addressed/clarified following issuance of a Notice of Award.

33. Do you require union proposers only for your projects?

The project does not have a requirement for union proposers. However, note that there is the Jacksonville Small and Emerging Business (JSEB) requirement for all proposers. The Proposers shall obtain from the City's Procurement Division the list of certified JSEB, and shall, in accordance with Municipal Ordinance Code ("Code") Sections 126.601 et seq., enter into contracts with DIA certified JSEBs to provide materials or services in an aggregate amount of at least twenty percent (20%) of the total Contract Price of the Phase 3 – CRA and CDD Projects

34. I am wondering if you have the plans and specifications for the Phase 3 Community Development District (CDD) Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) project?

All current information for this project is on DEMANDSTAR, listed under "The District Community Development District-Notice of Request for Proposal - Phase 3 of CDD Project" and "The District Community Development District-Notice of Request for Proposal - Phase 3 of CRA Project". That being said, and in case you are not able to access DEMANDSTAR, please request the project documents from the email DistrictPhase3RFP@kimley-horn.com.

35. Will the portions be directionally bored or jack and bored?

No utilities are currently proposed to be bored.

36. What are the lengths and sizes of the portions to be bored?

No utilities are currently proposed to be bored.

37. There are discrepancies between the striping plans and the hardscape plans at the on-street bike lane crosswalks. On sheets C-601, C-602, C-609, and C-610A, the on-street bike lane crosswalks are shown to be "Green Paint on Asphalt". The on-street bike lane crosswalks on sheets H-301, H-302, H-309, and H-310A appear to be vehicular brick pavers. Will bike lane crosswalks be asphalt or brick pavers? If they are brick pavers, will they be painted green?

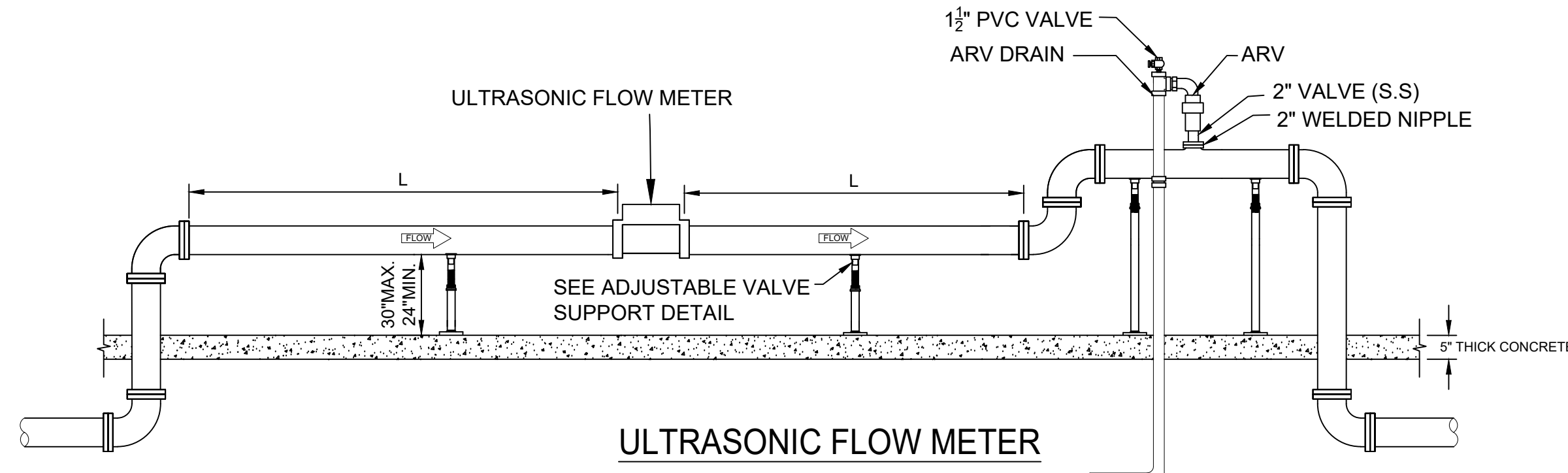
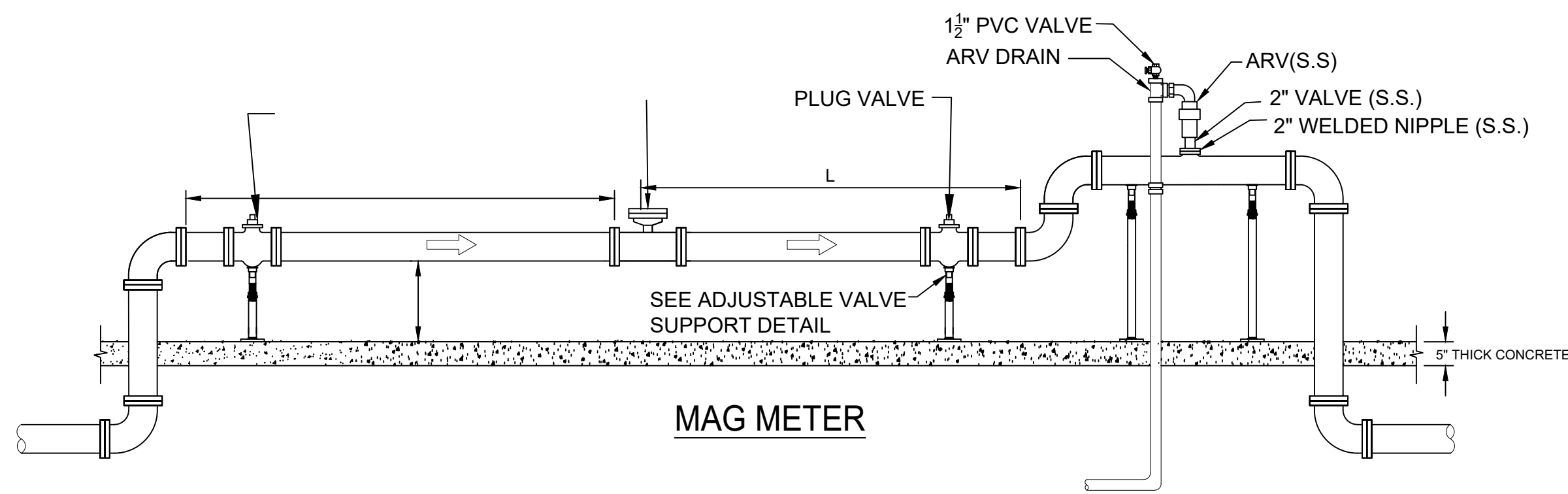
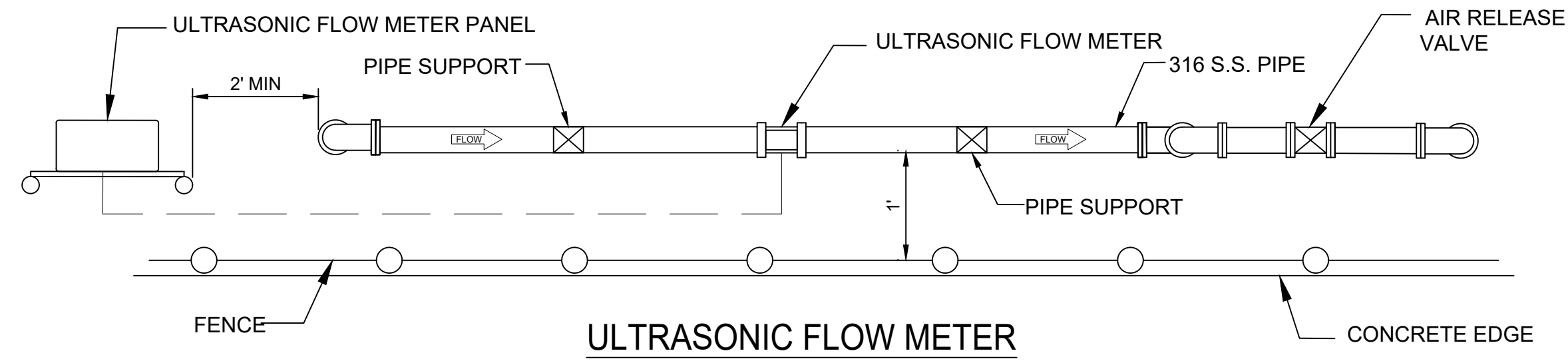
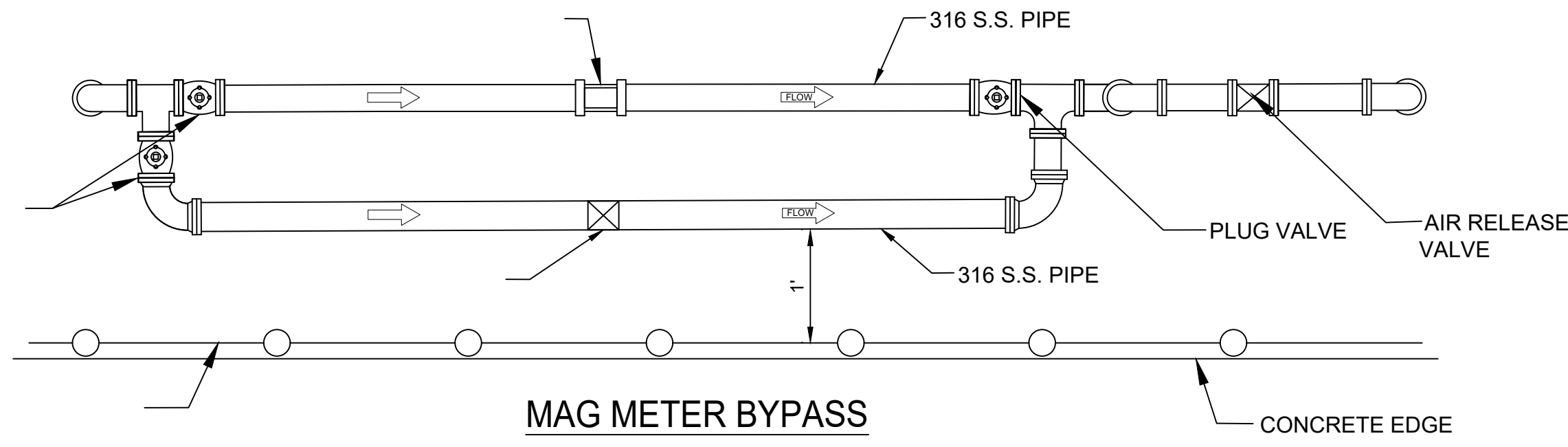
For the purposes of this phase 3 Bid, Proposers shall base their bids for the "on-street bike lane crosswalks" as "green paint on asphalt" as shown on plan sheets C-601, C-602, C-609, and C-610A.

38. We attended the mandatory pre-bid meeting on Friday 7/16/21. We left that meeting understanding the storm drain trunk lines running thru the CRA portions of the project were to be included in the CDD contract; but, the curb inlets and pipe from curb inlets to the trunk lines were to be included in the CRA contract. In Addendum 1, revised note 3 on revised sheet C-105 seems to indicate all the storm drain in the ROW's in the Pink areas are in the CRA contract including the trunk lines. Are the storm drain trunk lines in the ROWs in the Pink areas on sheet C-105 included in the CDD or the CRA contract?

The trunk lines, even those shown in the CRA ROW's are CDD costs and should be in the CDD bid tab.

39. The Floating Turbidity Barrier detail shown on sheet C-202 shows both Type I and Type II Turbidity Barrier. Sheets C-201 and C-907 both show turbidity barrier but do not indicate which type will be required. Will Type I or Type II Floating Turbidity Barrier be required in the river?

For the purposes of this phase 3 Bid, proposers shall base their bids for the turbidity barriers as Type II Floating Turbidity Barrier.



METER NOTES:
1. DIMENSION "L" TO BE DESIGNED BY ENGINEER.

MAG METER DETAIL

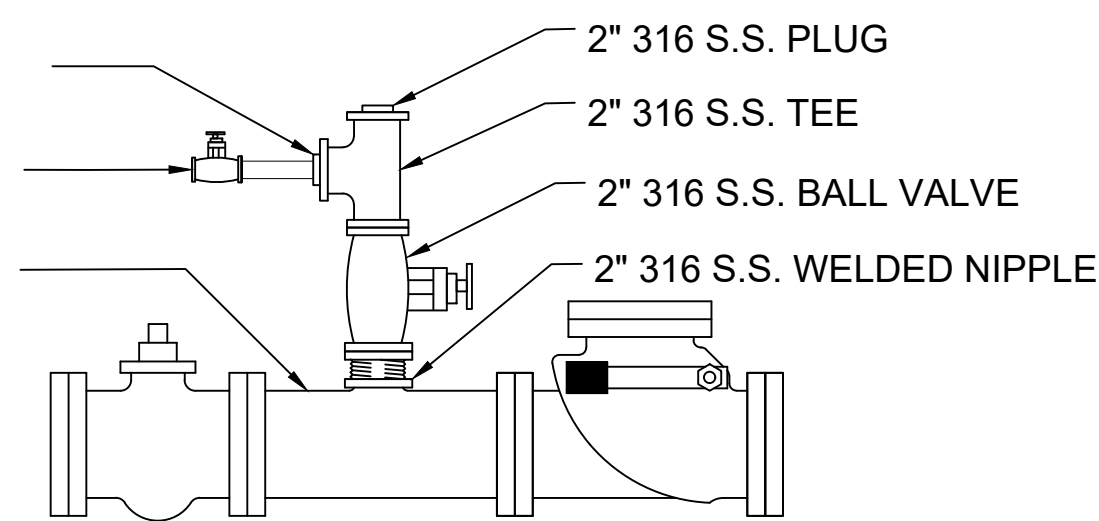
NOT TO SCALE

ULTRASONIC FLOW METER DETAIL

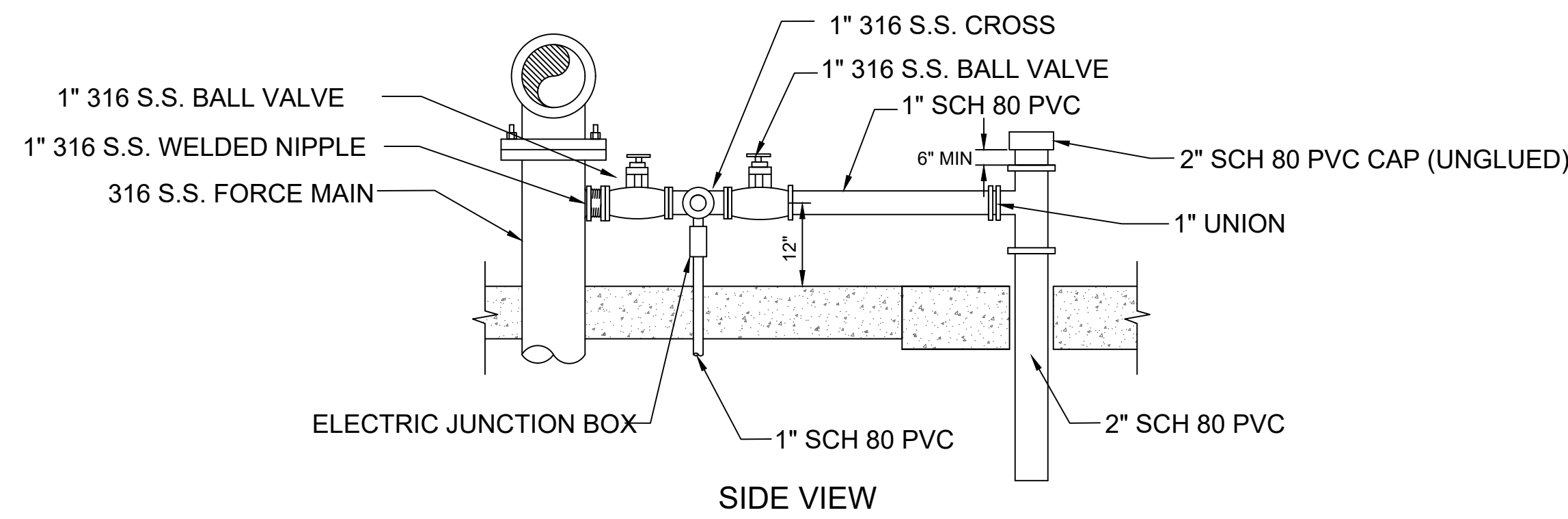
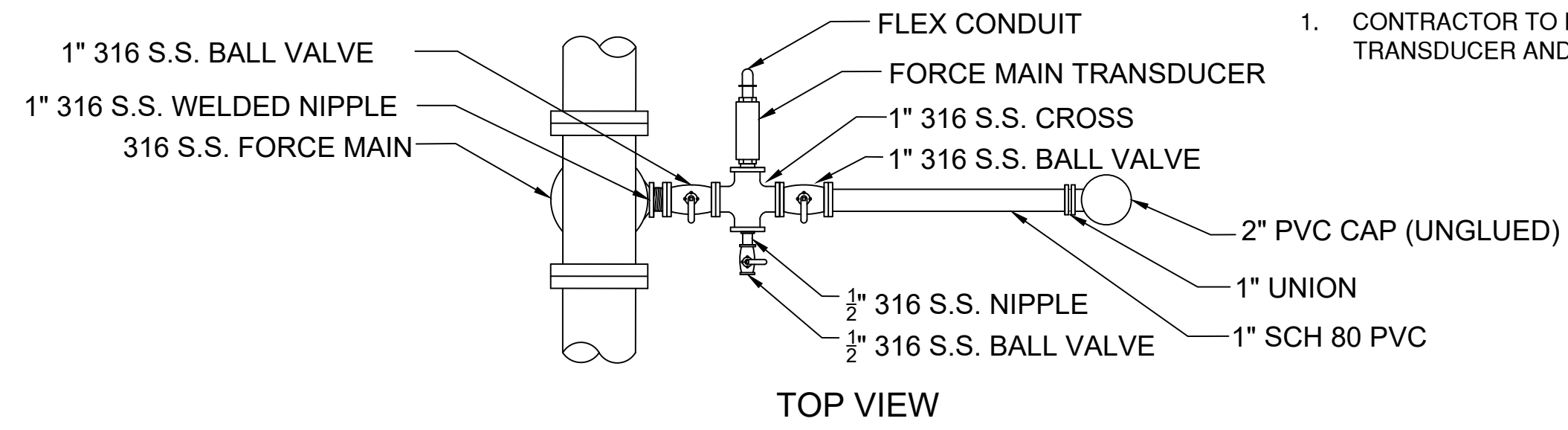
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NOTES:

- CONTRACTOR TO PROVIDE AND INSTALL TRANSDUCER AND GAUGE PER JEA SPECIFICATIONS.

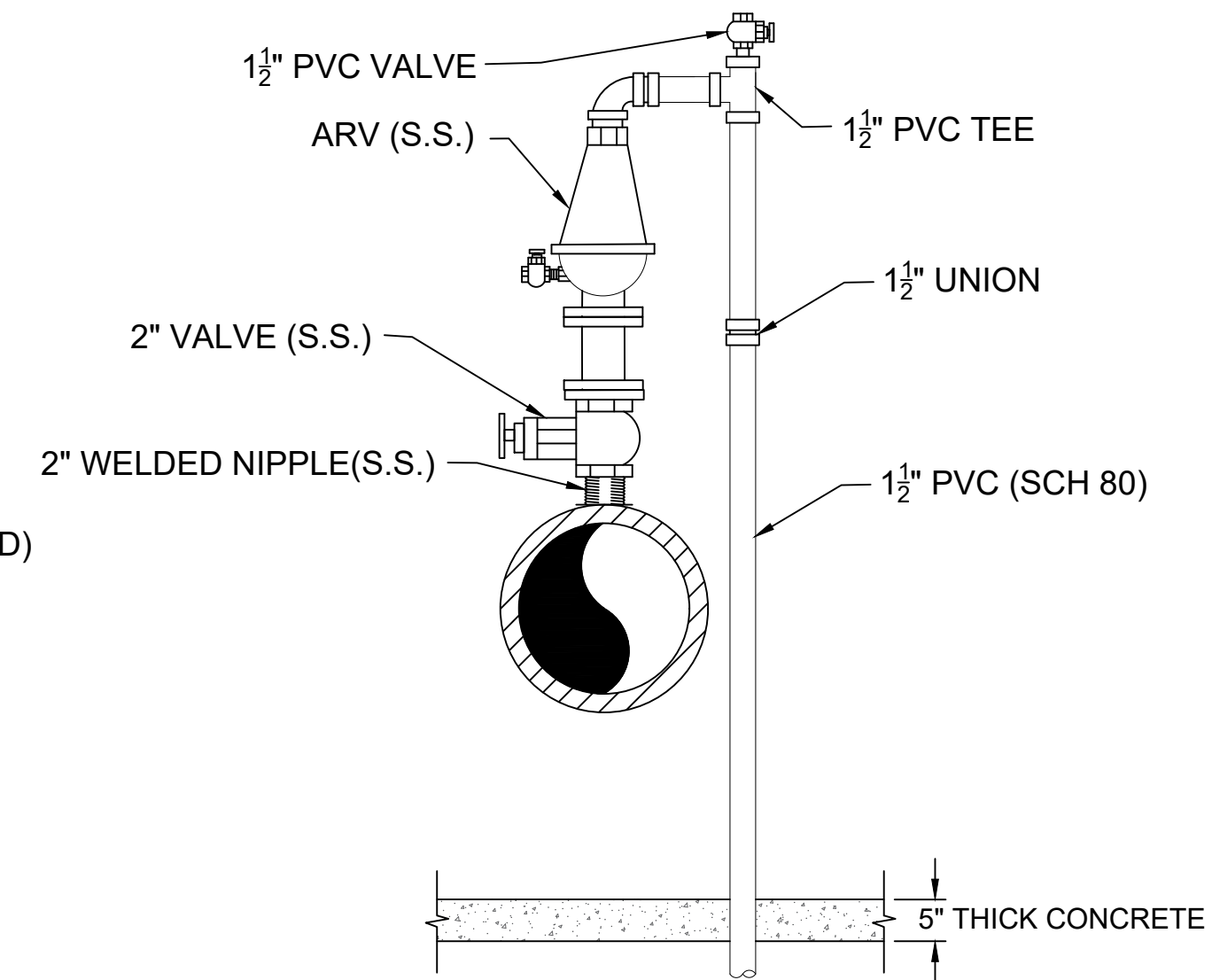


FUTURE DISCHARGE ARV DETAIL



FORCE MAIN TRANSDUCER DETAIL

NOT TO SCALE



ARV DRAIN DETAIL

NOT TO SCALE

STANDARD

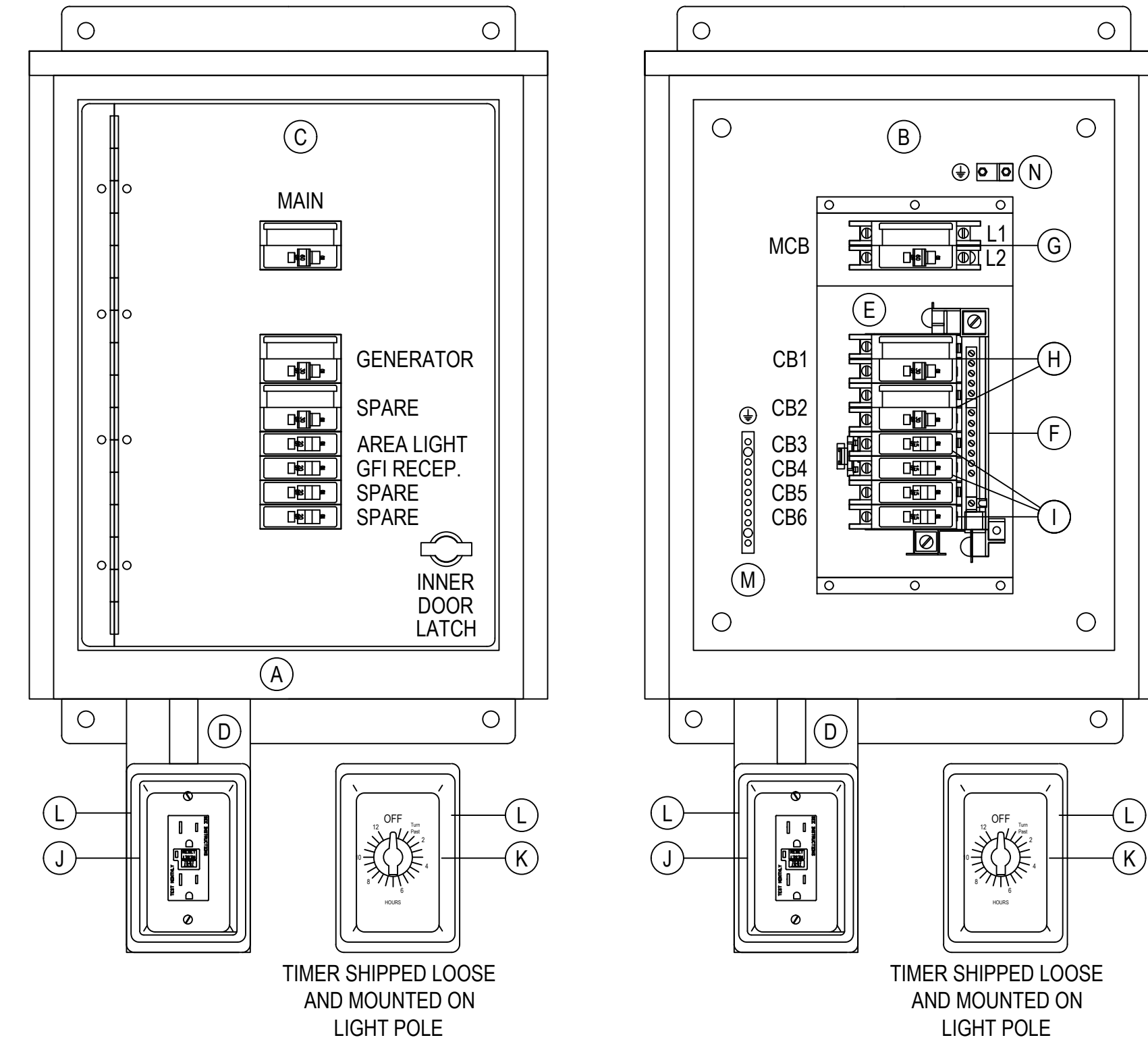
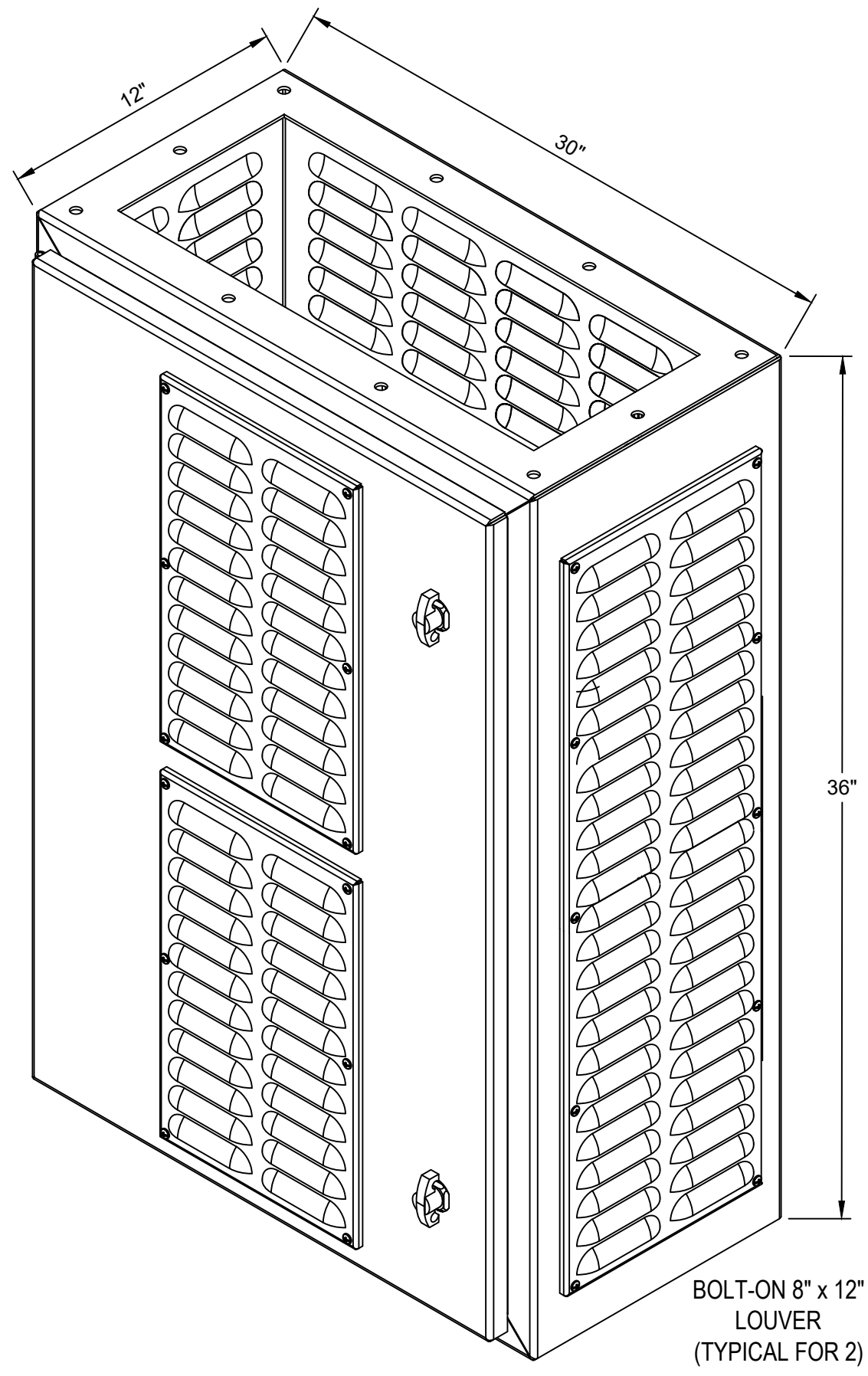
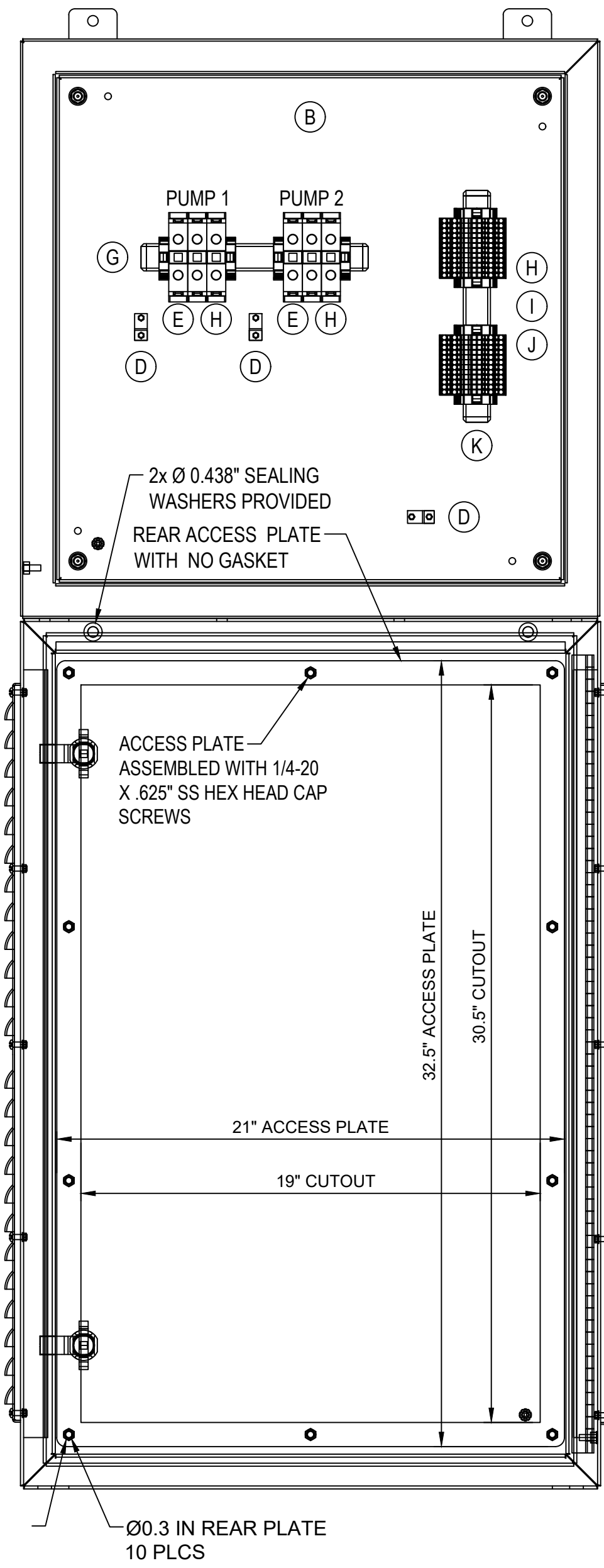
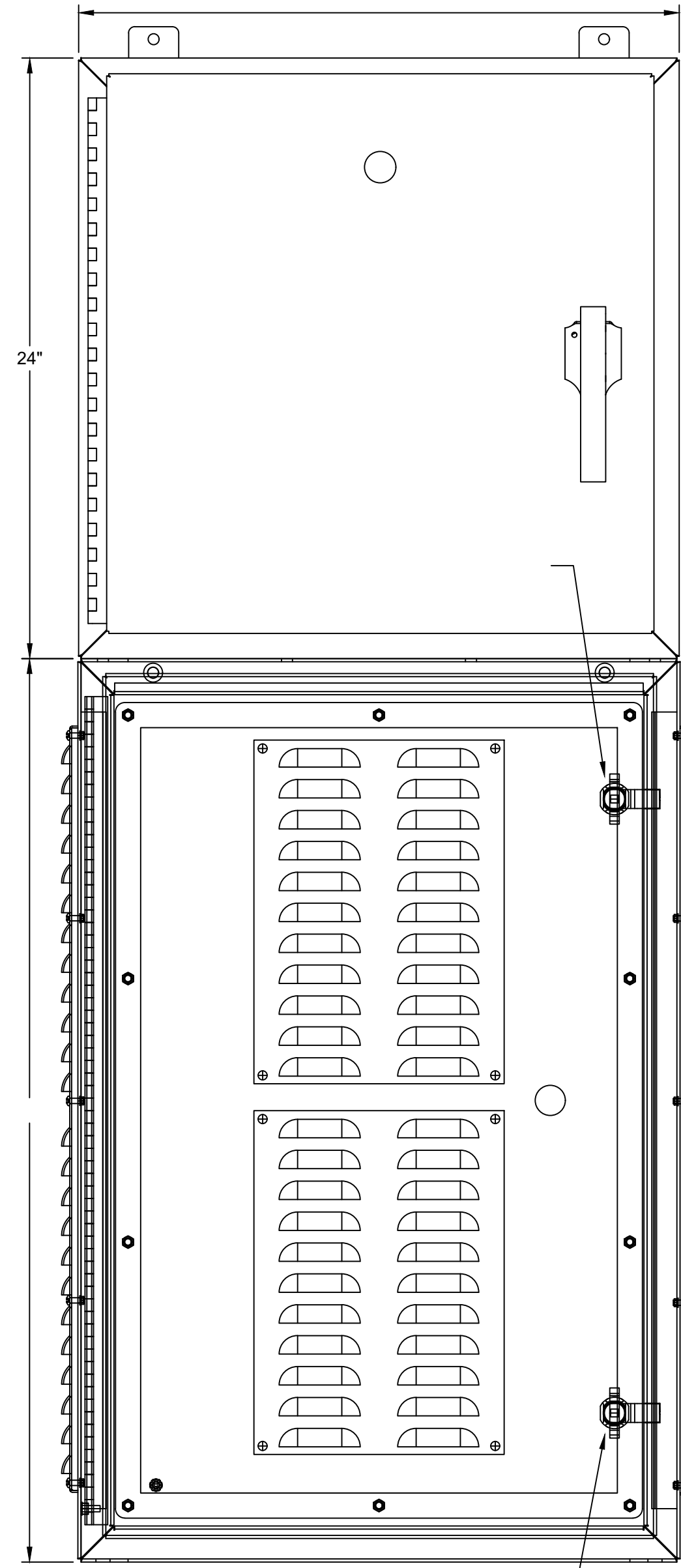
NO.	BY	DATE	REVISIONS
4.			
3.	LLOYD HENRY	11/20/2019	ADDED FORCE MAIN TRANSDUCER DETAIL
2.	LLOYD HENRY	9/25/2018	UPDATED COLOR CONTROL DETAIL
1.			

DESIGNER:	DESIGN ENGINEER
DRAWN BY:	
DATE:	
CHECKED BY:	FLORIDA REGISTRATION NO.
DATE:	



**JEA STANDARD
PUMP STATION CONSTRUCTION DETAILS
MISCELLANEOUS DETAILS 2**

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE:
DRAWING NO.	SCALE:



POWER DISTRIBUTION PANEL (TYPICAL 240VAC - 1 PHASE SHOWN)

ENCLOSURE:
SPLRHCS6-20168 (20"H x 16"W x 8"D) NEMA 12/3R RATED, FABRICATED FROM TYPE 316 STAINLESS STEEL. OUTER DOOR IS FITTED WITH A PADLOCKABLE 3-POINT LATCH.

BACK PANEL:
SPP-2016 (17"H x 13"W) FABRICATED FROM 14ga. CARBON STEEL WITH WHITE POLYESTER POWDER COAT FINISH.

HINGED INNER DOOR:
FABRICATED FROM .125 ALUMINUM WITH CONTINUOUS HINGE AND TWIST LATCH.

240 VAC DISTRIBUTION PANEL NOTES:

- POWER DISTRIBUTION PANEL 120/240V 1 PHASE WITH 60A 2-POLE MAIN BREAKER.
- PANEL OUTER DOOR SHALL BE HINGED AND PADLOCKABLE.
- ALL LIVE PARTS SHALL BE ENCLOSED FOR PERSONNEL SAFETY AND EQUIPMENT PROTECTION.
- GROUNDING TERMINAL SHALL BE PROVIDED IN THE ENCLOSURE
- THE ENCLOSURE SHALL BE NEMA 3R RATED.
- IF ENCLOSURE IS FABRICATED WITHIN AN AUTHORIZED PANEL SHOP, .125 MARINE GRADE ALUMINUM SHALL BE USED.
- IF ENCLOSURE IS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR, TYPE 316 STAINLESS STEEL MAY ALSO BE USED.
- THE LOAD CENTER MOUNTING BASE PLATE SHALL BE UL LISTED, RATED AT 240 VOLTS / 200 AMPS MINIMUM.
- THE LOAD CENTER BUS MATERIAL SHALL BE ALUMINUM OR TIN-PLATED ALUMINUM.
- THE LOAD CENTER SHALL HAVE EIGHT SPACES.
- BREAKERS MAY BE SNAP-IN; JEA DETERMINED LOCATIONS WITH HIGH-VIBRATION REQUIRE BOLT-IN TYPE BREAKERS.
- PANEL SHALL CONTAIN TWO 2-POLE 30-AMP BREAKERS: (1) GENERATOR USE, (1) SPARE.
- PANEL SHALL CONTAIN FOUR 1-POLE 15-AMP BREAKERS: (1) LIGHT, (1) GFI, (2) SPARES.
- PANEL SHALL HAVE A 20-AMP OUTDOOR RATED GFCI RECEPTACLE AND SPRING-WOUND COMMERCIAL RATED LIGHT TIMER.
- GFCI AND TIMER SHALL BE MOUNTED ACCORDING TO N.E.C. STANDARDS.
- GFCI AND TIMER SHALL BE RIGIDLY MOUNTED ON THE EXTERIOR OF THE PANEL USING TYPE 316 SS OR ALUMINUM BRACKETS.

480 VAC DISTRIBUTION PANEL NOTES:

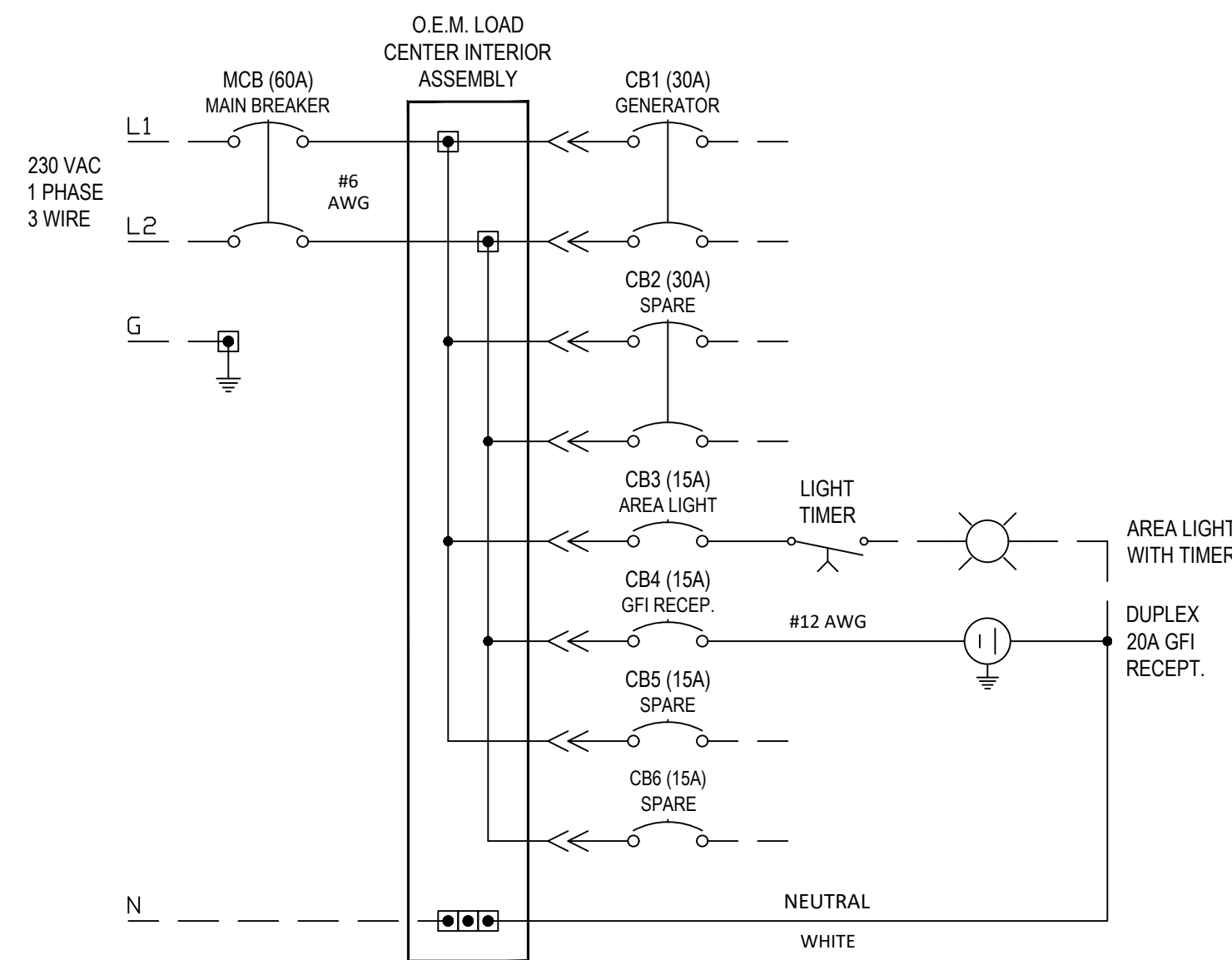
- STANDARD PANEL: 3 KVA TRANSFORMER 480V-120/480V WITH 2-POLE 20-AMP MAIN BREAKER.
- PANEL WITH ODOR CONTROL: 5 KVA TRANSFORMER 480V-120/480V WITH 2-POLE 30-AMP MAIN BREAKER.
- PANEL WITH GENERATOR: 10 KVA TRANSFORMER 480V-120/480V WITH 2-POLE 60-AMP MAIN BREAKER.
- PANEL OUTER DOOR SHALL BE HINGED AND PADLOCKABLE.
- ALL LIVE PARTS SHALL BE ENCLOSED FOR PERSONNEL SAFETY AND EQUIPMENT PROTECTION.
- GROUNDING TERMINAL SHALL BE PROVIDED IN THE ENCLOSURE
- THE ENCLOSURE SHALL BE NEMA 3R RATED.
- IF ENCLOSURE IS FABRICATED WITHIN AN AUTHORIZED PANEL SHOP, .125 MARINE GRADE ALUMINUM SHALL BE USED.
- IF ENCLOSURE IS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR, TYPE 316 STAINLESS STEEL MAY ALSO BE USED.
- THE LOAD CENTER MOUNTING BASE PLATE SHALL BE UL LISTED, RATED AT 240 VOLTS / 200 AMPS MINIMUM.
- THE LOAD CENTER BUS MATERIAL SHALL BE ALUMINUM OR TIN-PLATED ALUMINUM.
- THE LOAD CENTER SHALL HAVE EIGHT SPACES.
- BREAKERS MAY BE SNAP-IN; JEA DETERMINED LOCATIONS WITH HIGH-VIBRATION REQUIRE BOLT-IN TYPE BREAKERS.
- PANEL SHALL CONTAIN TWO 2-POLE 30-AMP BREAKERS: (1) GENERATOR USE, (1) SPARE.
- PANEL SHALL CONTAIN FOUR 1-POLE 15-AMP BREAKERS: (1) LIGHT, (1) GFI, (2) SPARES.
- PANEL SHALL HAVE A 20-AMP OUTDOOR RATED GFCI RECEPTACLE AND SPRING-WOUND COMMERCIAL RATED LIGHT TIMER.
- GFCI AND TIMER SHALL BE MOUNTED ACCORDING TO N.E.C. STANDARDS.
- GFCI AND TIMER SHALL BE RIGIDLY MOUNTED ON THE EXTERIOR OF THE PANEL USING TYPE 316 SS OR ALUMINUM BRACKETS.

BILLS of MATERIAL

DEMARCATION BOX and PEDESTAL		
MANUFACTURER	PART NUMBER	DESCRIPTION
SCHAEFER	SPN4L-243012	ENCLOSURE, NEMA 4X ALUMINUM, 3-PT.
SCHAEFER	SPP-2430	MOUNTING PANEL, 12ga. PAINTED STEEL
SCHAEFER	SPN12AL-363012-215	PEDESTAL, NEMA 12 ALUMINUM, LOUVERS
PANDUIT	LAMA2-14-QY	GROUND LUG, DUAL-RATED, #2-14 AWG
WAGO	285-135	TERMINAL BLOCK, 1 POLE, 115A
WAGO	285-150	TERMINAL BLOCK, 1 POLE, 150A
WAGO	285-195	TERMINAL BLOCK, 1 POLE, 200A
WAGO	285-1185	TERMINAL BLOCK, 1 POLE, 310A
WAGO	285-435	ADJACENT JUMPER, 115A
WAGO	285-450	ADJACENT JUMPER, 150A
WAGO	285-495	ADJACENT JUMPER, 200A
WAGO	285-1171	ADJACENT JUMPER, 310A
WAGO	210-118	2M CARRIER RAIL, STEEL, UNSLOTTED
WAGO	249-197	TERMINAL END STOP, GRAY
WAGO	2002-1401	CONTROL TERMINALS, 24A, 800V, SPRING
WAGO	2002-1492	TERMINAL END / PARTITION PLATE, ORANGE
WAGO	210-112	2M DIN RAIL, GALVANIZED, SLOTTED

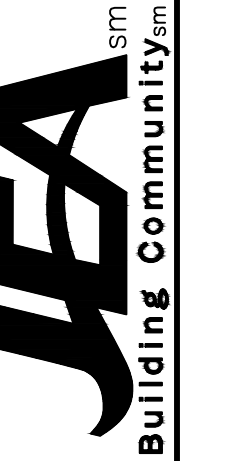
POWER DISTRIBUTION PANEL (AS SHOWN)		
MANUFACTURER	PART NUMBER	DESCRIPTION
SCHAEFER	SPLRHCS6-20168	ENCLOSURE, NEMA 12/3R, 316 SS, 3-PT.
SCHAEFER	SPP-2016	MOUNTING PANEL, 14ga. PAINTED STEEL
OEM	-	HINGED INNER DOOR, .125 ALUMINUM
OEM	-	TO RIGIDLY MOUNT EXTERNAL DEVICES
OEM	-	TO RAISE CBs FLUSH WITH INNER DOOR
SQUARE D	QON18L100	100 AMP LOAD CENTER INTERIOR ASSY.
SQUARE D	QOU260	MCB MAIN CIRCUIT BREAKER, 2 POLE, 60A
SQUARE D	QO230	CB1-CB2 GEN. BREAKER, 2 POLE, 30A
SQUARE D	QO115	CB3-CB6 CONTROL BREAKER, 1 POLE, 15A
HUBBELL	GF20WLA	DUPLEX GFCI RECEPTACLE, 20A
INTERMATIC	FF30MC	SPRING-WOUND TIMER, 30 min. NO HOLD
INTERMATIC	WP1030C	SINGLE GANG WEATHER-PROOF COVER, CLEAR
SQUARE D	PK9GTA	EQUIPMENT GROUND BAR, 9-POINT
PANDUIT	LAMA2-14-QY	GROUND LUG, DUAL-RATED, #2-14 AWG

POWER DISTRIBUTION PANEL SCHEMATIC:

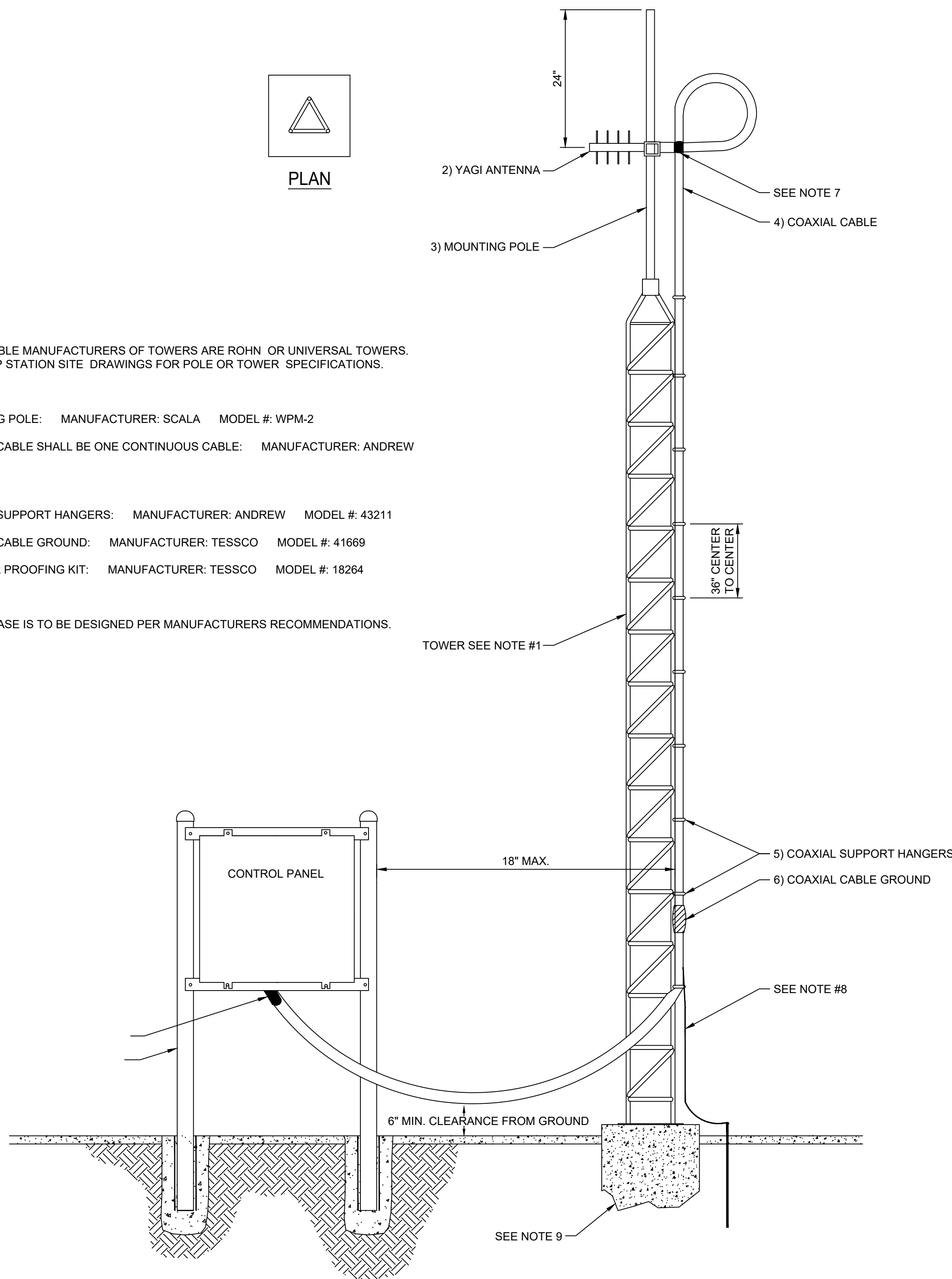


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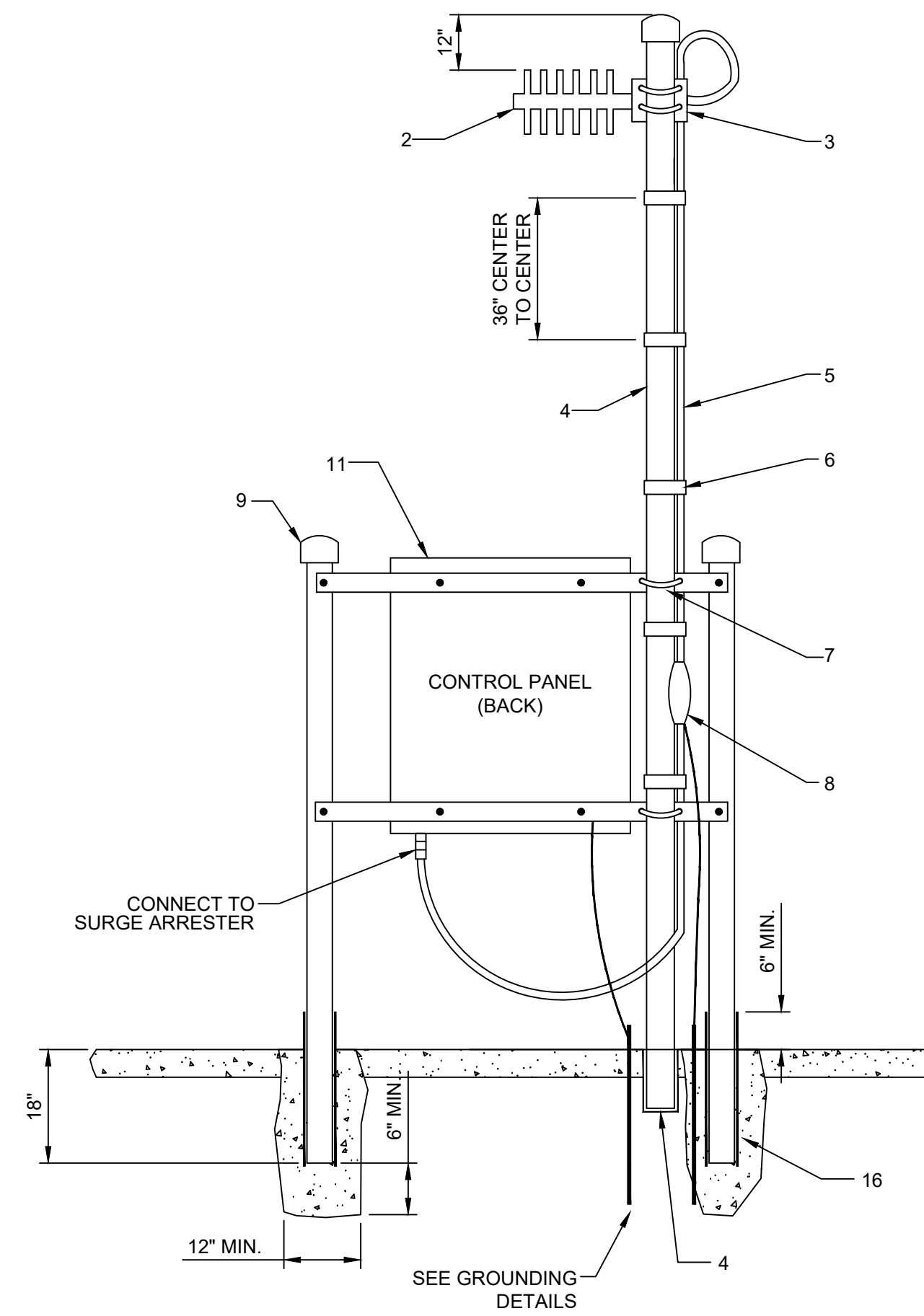


JEA STANDARD
PUMP STATION ELECTRIC DETAILS
DEMARCATION BOX & POWER DISTRIBUTION PANEL



ALTERNATE POLE SCADA INSTALLATION DETAIL

FOR POLE HEIGHTS 20 FEET AND ABOVE
NOT TO SCALE



SCADA INSTALLATION DETAIL

FOR POLE HEIGHTS LESS THAN 20 FEET
NOT TO SCALE

ACCEPTABLE MANUFACTURERS OF TOWERS ARE ROHN OR UNIVERSAL TOWERS.
SEE PUMP STATION SITE DRAWINGS FOR POLE OR TOWER SPECIFICATIONS.

MOUNTING POLE: MANUFACTURER: SCALA MODEL #: WPM-2

COAXIAL CABLE SHALL BE ONE CONTINUOUS CABLE: MANUFACTURER: ANDREW

COAXIAL SUPPORT HANGERS: MANUFACTURER: ANDREW MODEL #: 43211

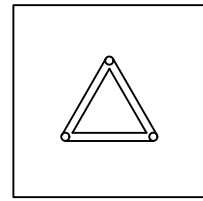
COAXIAL CABLE GROUND: MANUFACTURER: TESSCO MODEL #: 41669

WEATHER PROOFING KIT: MANUFACTURER: TESSCO MODEL #: 18264

TOWER BASE IS TO BE DESIGNED PER MANUFACTURERS RECOMMENDATIONS.

NOTES:

1. SEE PUMP STATION SITE DRAWINGS FOR POLE OR TOWER SPECIFICATIONS.
2. YAGI ANTENNA, COMES W/ MOUNTING HARDWARE(MAST SHALL BE SLEEVED THRU CONCRETE TO ALLOW ROTATION (DO NOT USE WOOD POLE MOUNT) MANUFACTURE: SCALA MODEL NUMBER: TY-900
3. COAX CONNECTOR MANUFACTURE: WIRELESS SOLUTIONS MODEL NUMBER: NM50V-1/2
4. 2 3/8" O.D. SCD. 40 ALUMINUM 20' POLE. POLE SHALL BE SLEEVED THROUGH CONCRETE TO ALLOW FOR ROTATION
5. COAXIAL CABLE SHALL BE ONE CONTINUOUS CABLE MANUFACTURER: ANDREW MODEL #: LDF4-50A
6. STAINLESS STEEL STRAPS 3' O/C MANUFACTURE: WIRELESS SOLUTIONS MODEL NUMBER: RM-A300
7. 3/16 STAINLESS STEEL U-BOLTS MANUFACTURE: ANY DOMESTIC BRAND MODEL NUMBER: N/A
8. COAXIAL CABLE GROUND MANUFACTURER: TESSCO MODEL #: 41669
9. 4" PVC CAPS
10. 4" DIA. ALUMINUM POST
11. 1/2"x3" SOLID ALUMINUM SUPPORT BARS (2 TOTAL) BOLTED TO POST W/ 5/8" S.S. ANCHOR BOLTS. DRILL 2 HOLES (AS DIMENSIONED ON DETAIL) IN TOP & BOTTOM SUPPORTS ONLY
12. BURY ALUMINUM POST IN CONCRETE AS SHOWN ON DRAWING.
13. INSTALL RTU MOUNT SO THAT WHEN CABINET IS ATTACHED DOOR IS FACING NORTH UNLESS DOOR HAS SUN SHIELD. IN ALL INSTANCES JEA PREFERS THE DOOR TO FACE NORTH IF POSSIBLE.
14. CABINET SHALL HAVE CLEARANCE TO OPEN DOOR COMPLETELY.
15. SCADA SYSTEM WOOD POLE ALTERNATE DETAIL TO BE USED ONLY WHEN ADDITIONAL ANTENNA HEIGHT IS REQUIRED, AND APPROVED.
16. MASTIC SEAL ALL POSTS WHICH ARE EMBEDDED IN CONCRETE.
17. ALL MATERIALS MUST MEET OR EXCEED JEA SPECIFICATIONS



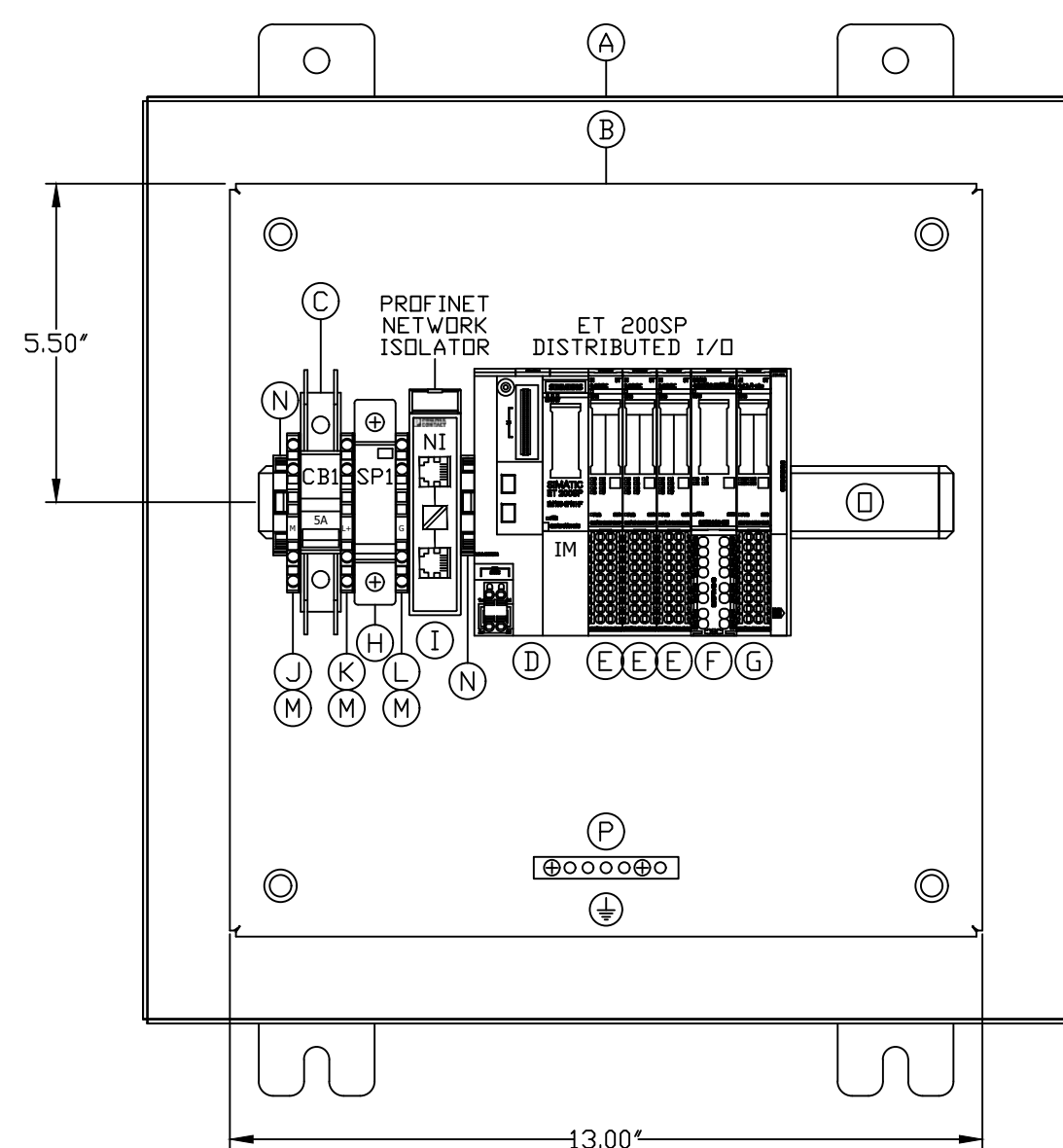
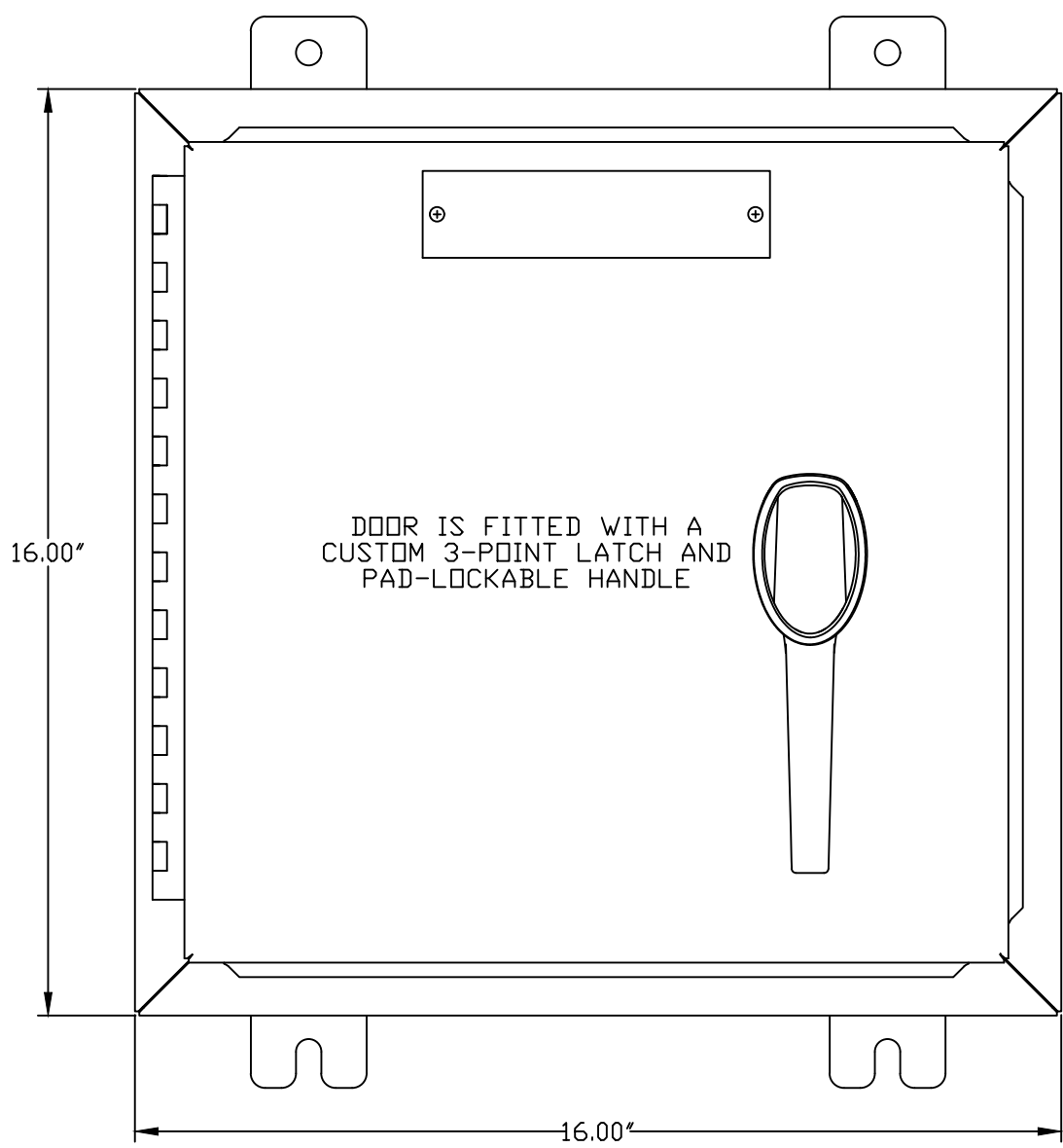
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STANDARD

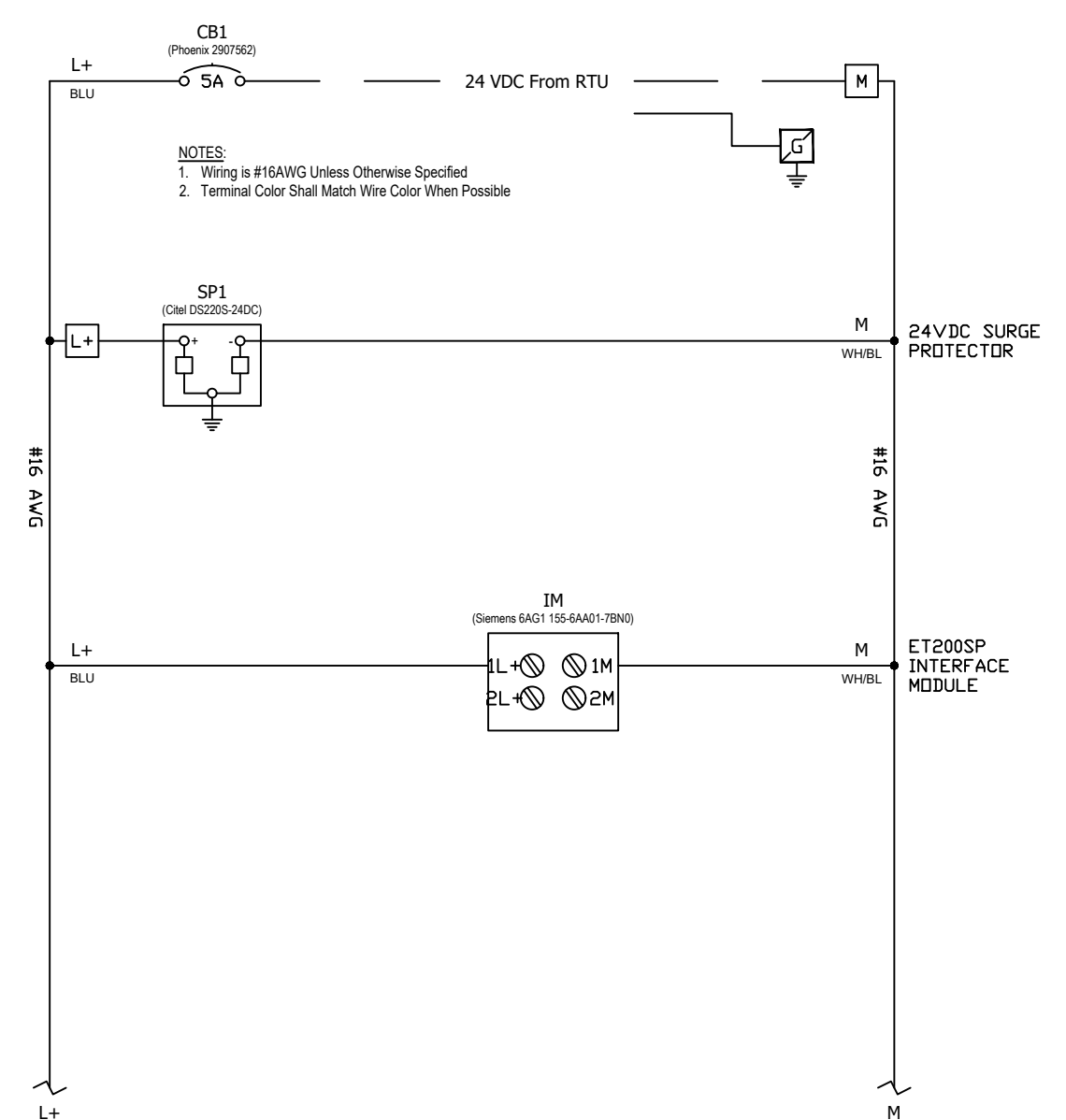
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						ALTERNATE POLE SCADA INSTALLATION DETAIL



JEA STANDARD
PUMP STATION ELECTRIC DETAILS
SCADA INSTALLATION



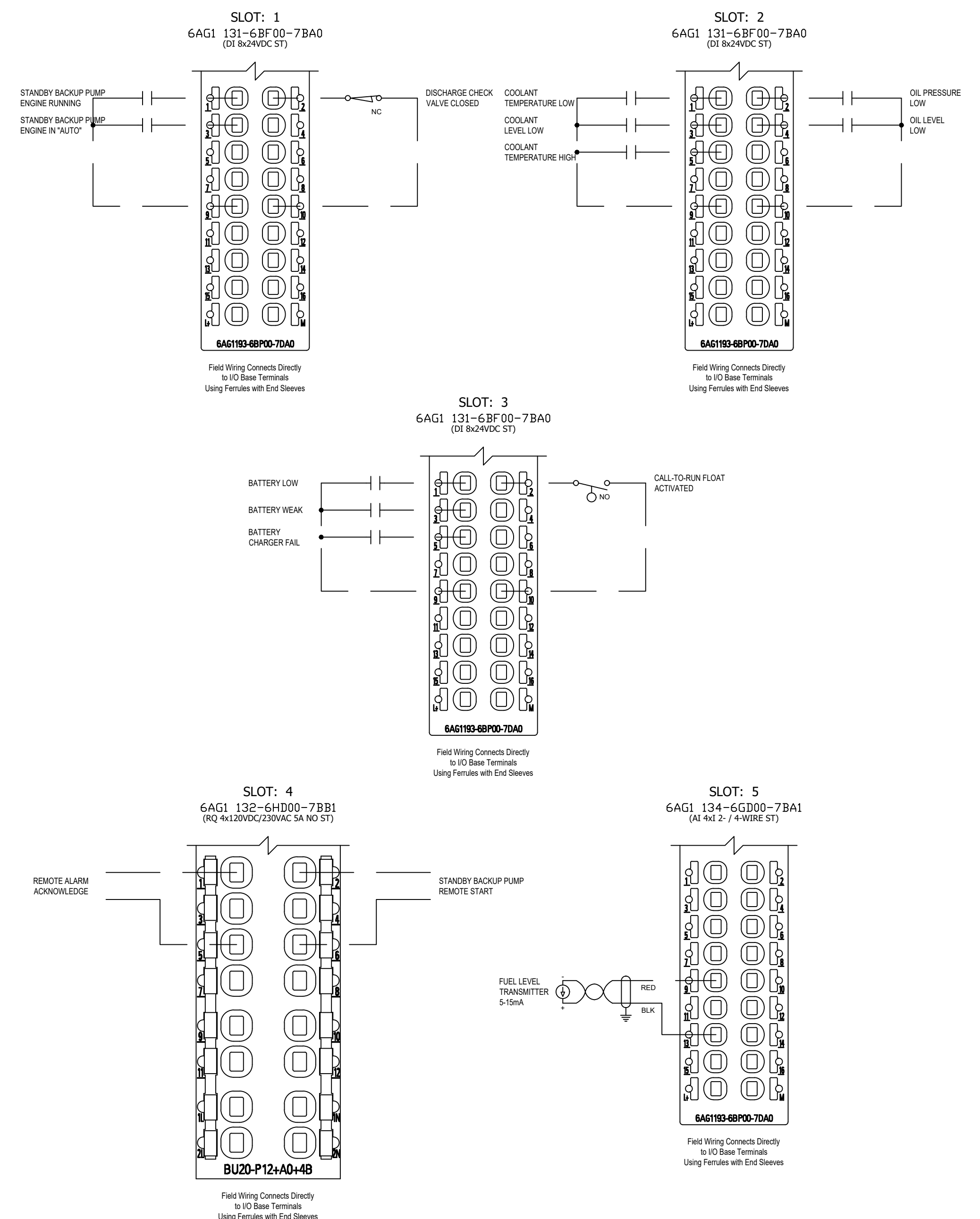
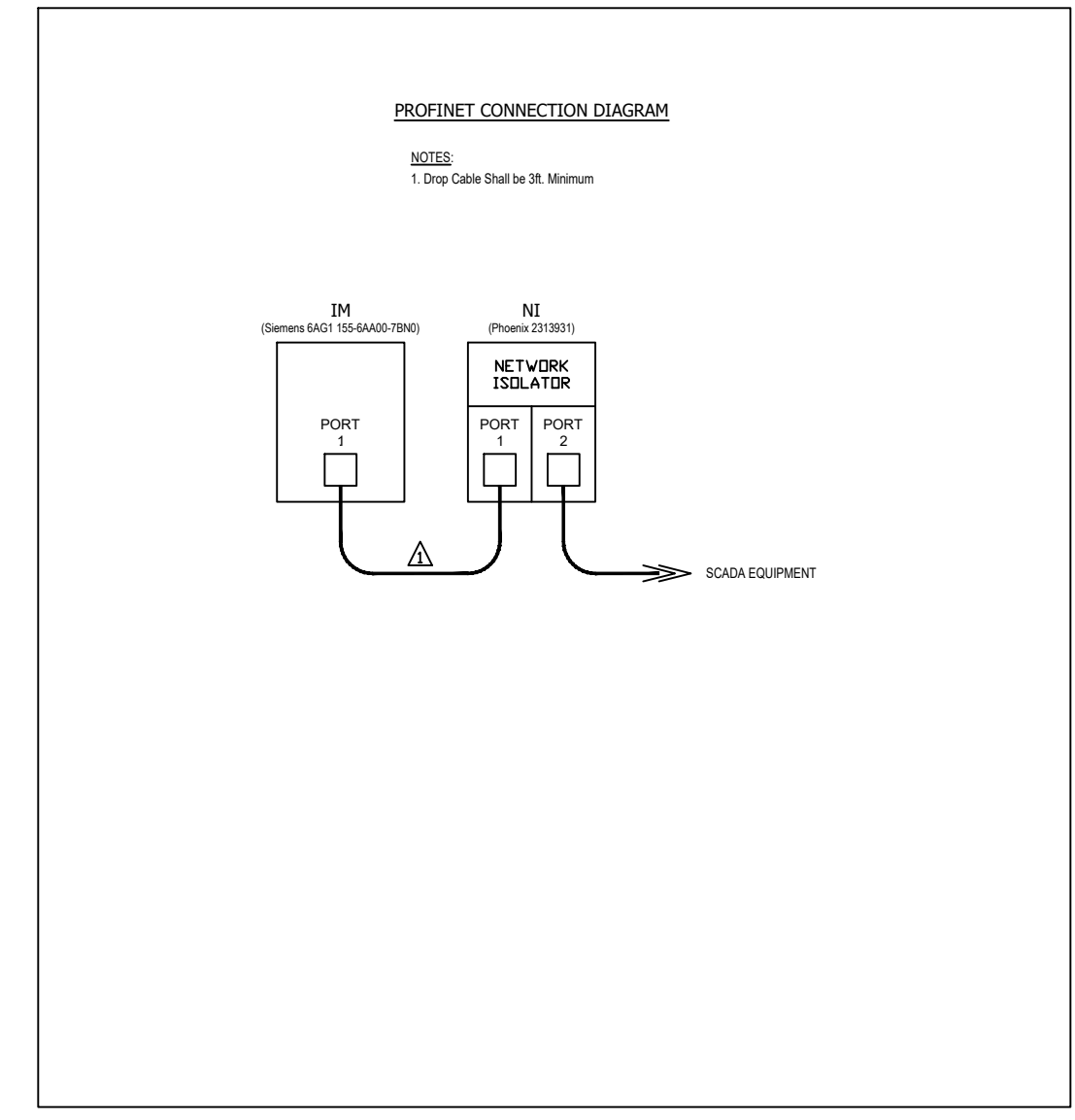
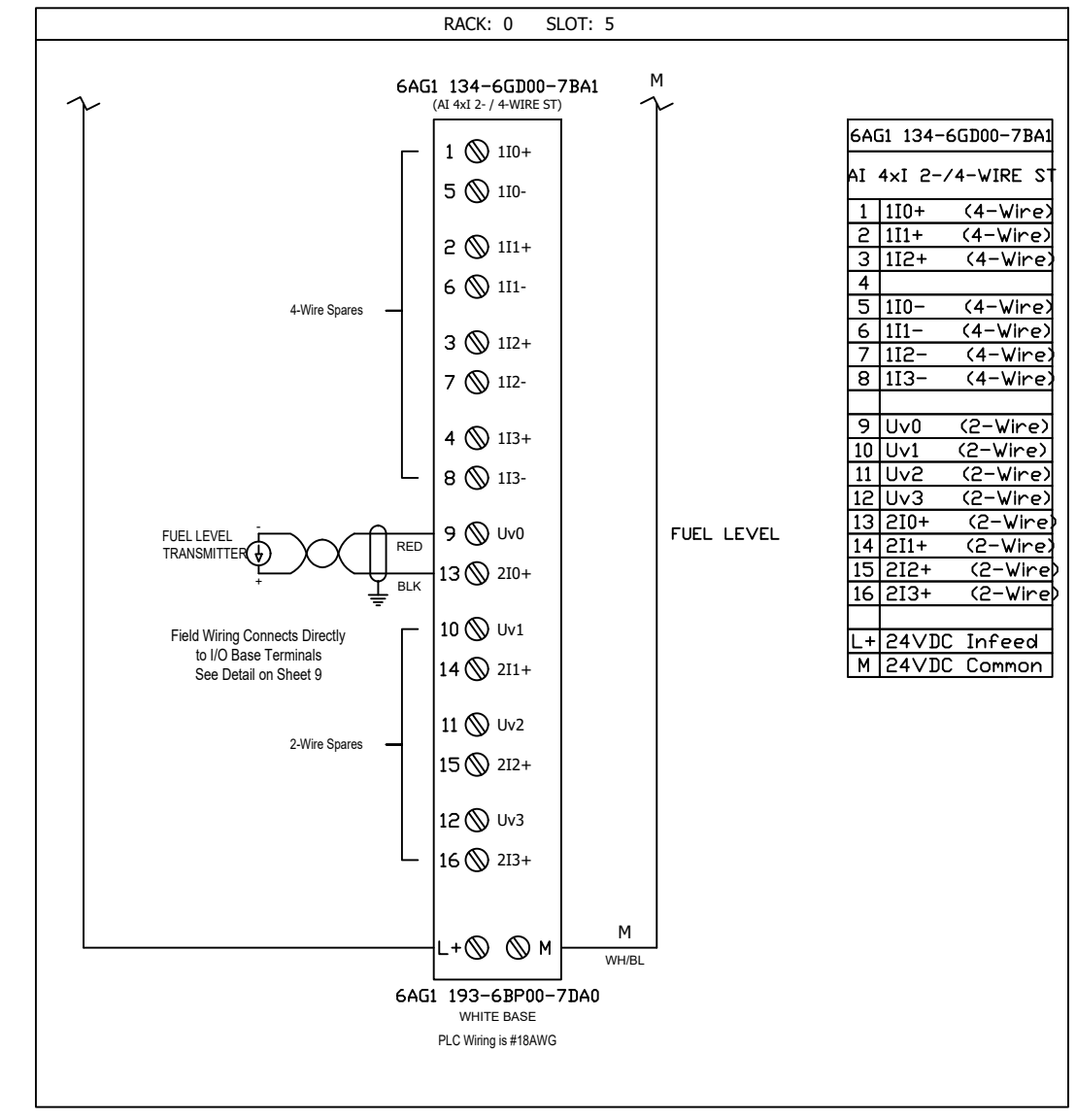
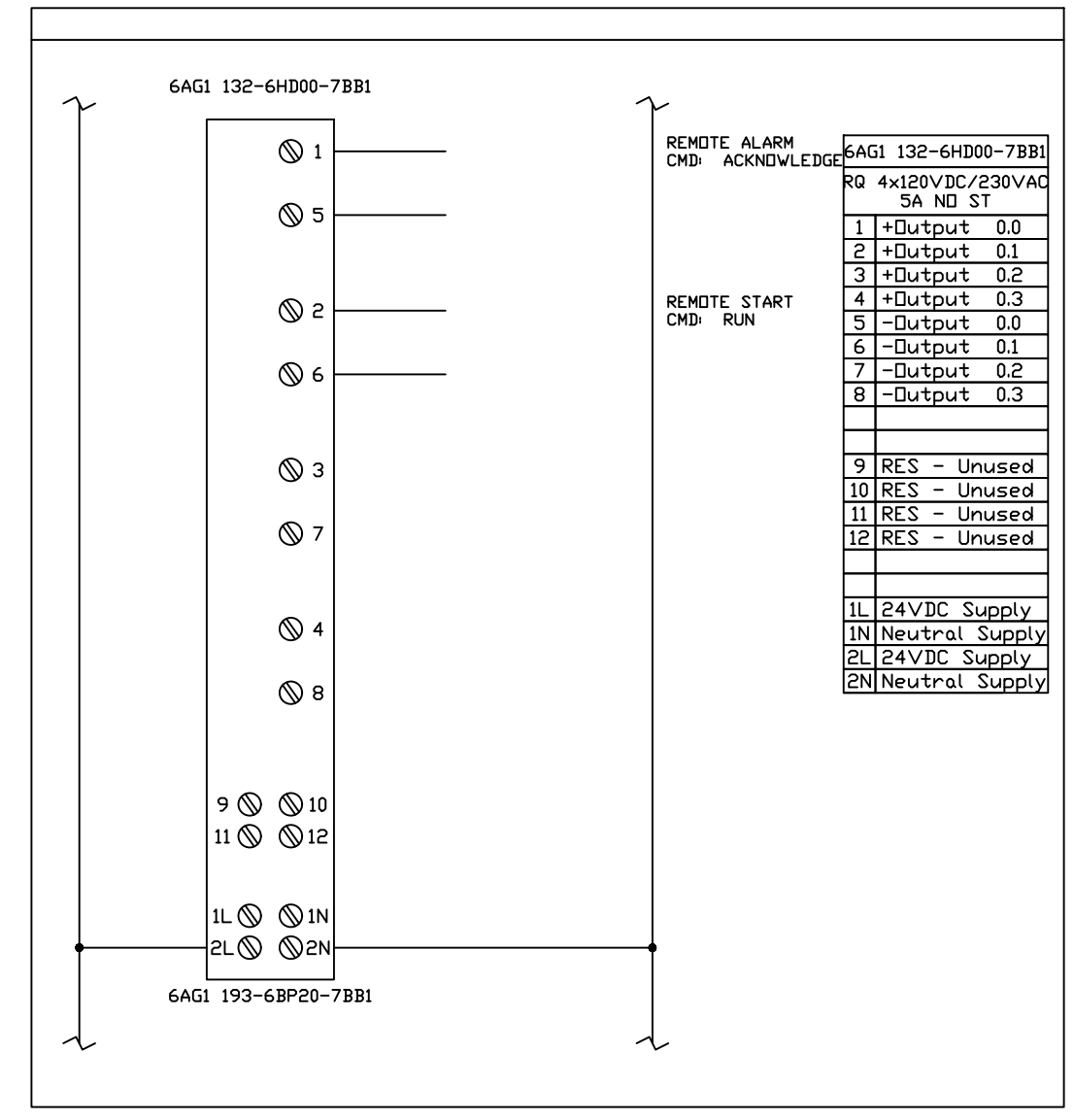
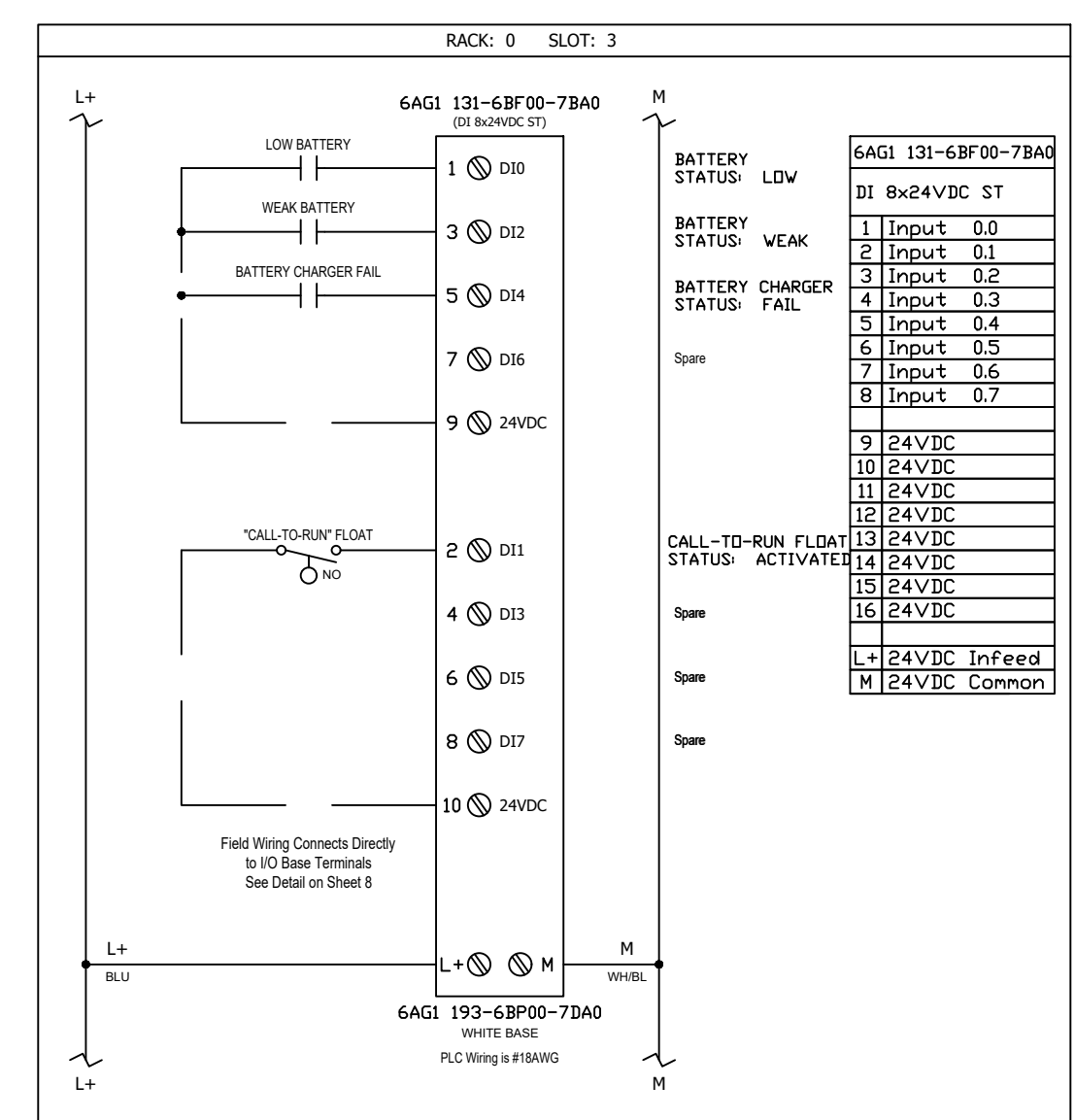
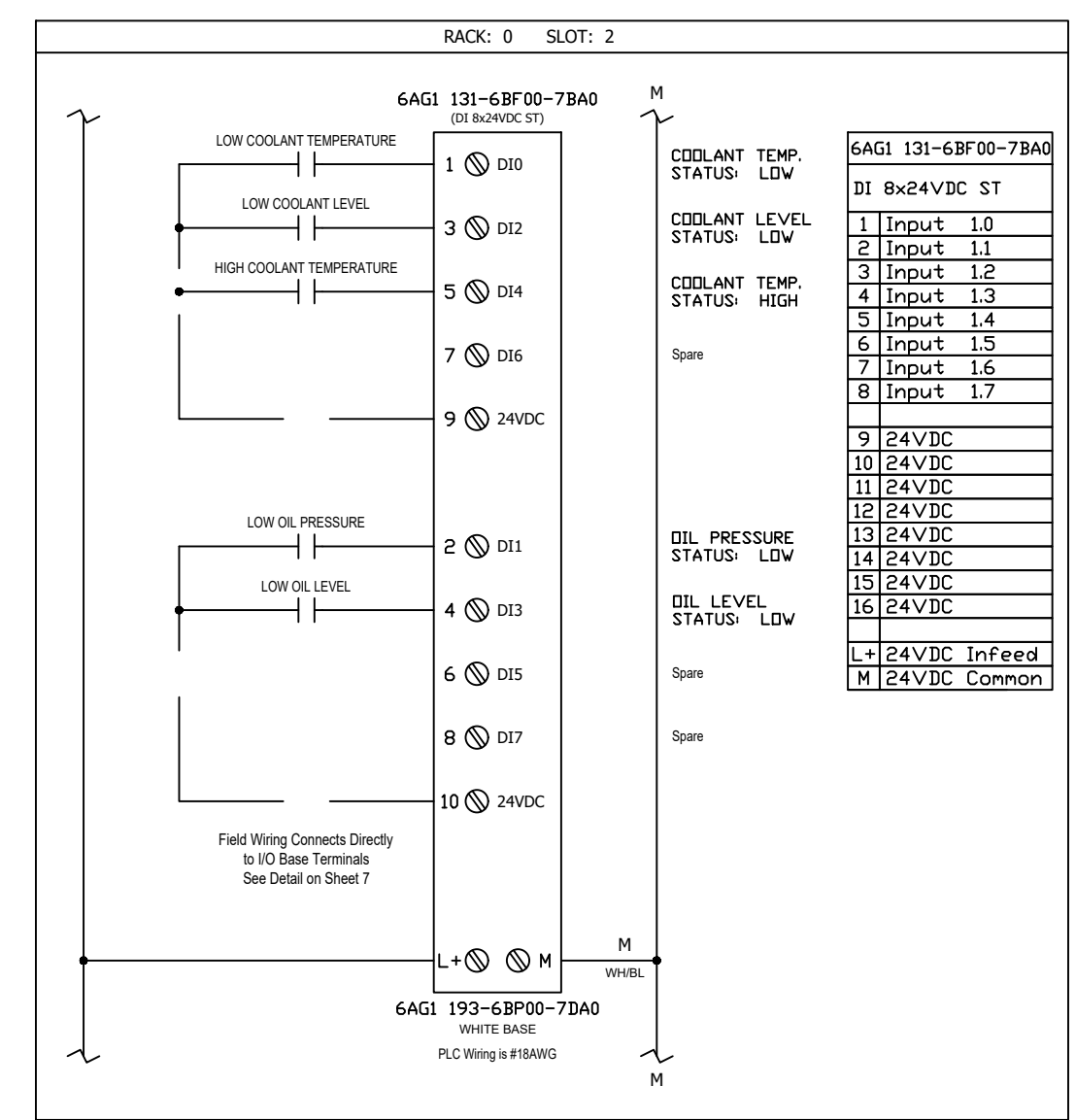
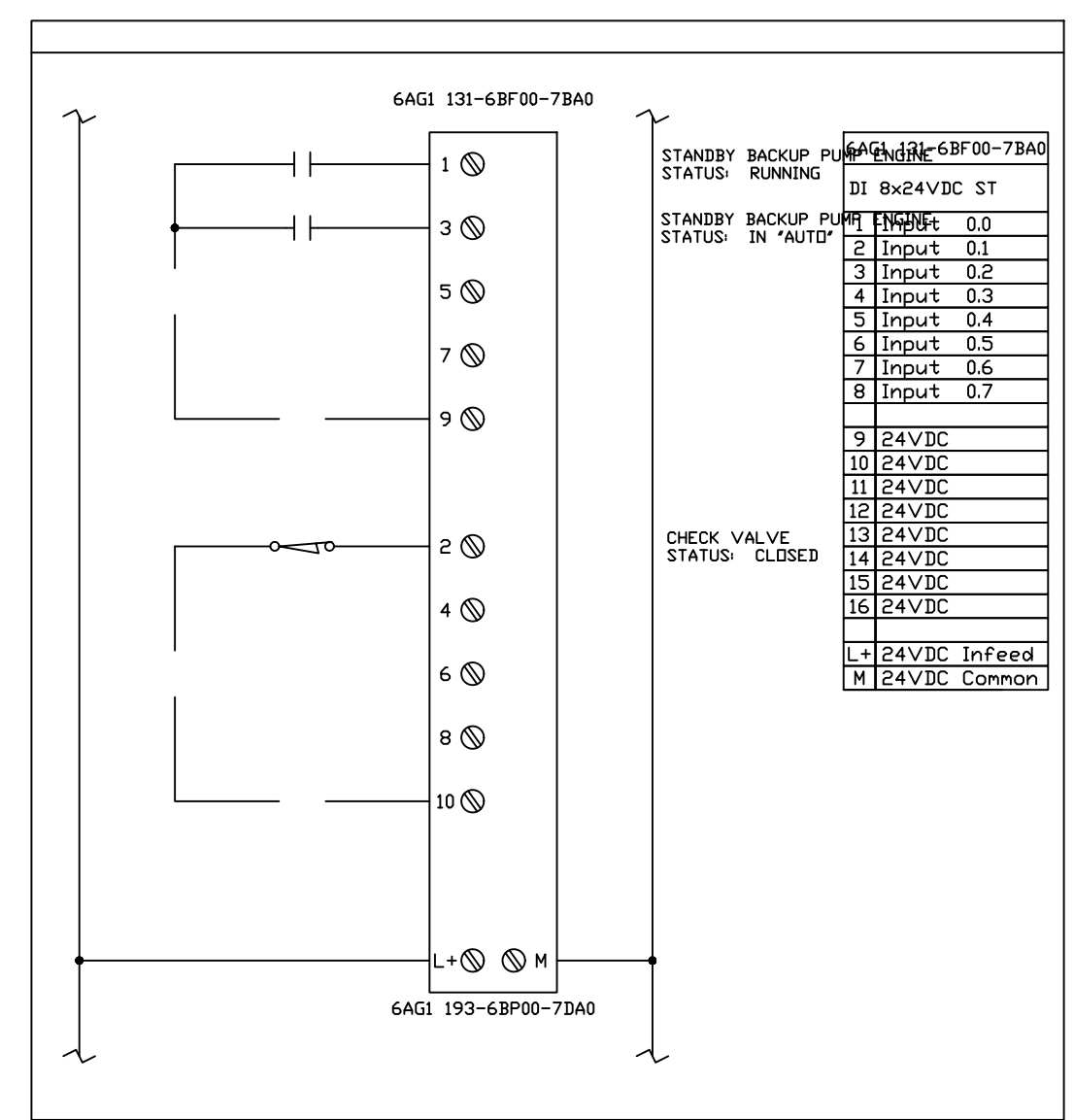
GENERATOR DISTRIBUTED I/O PANEL - BILL of MATERIAL					
ITEM	TAG	PART No.	DESCRIPTION	MANUFACTURER	QTY.
A		SPN4AL-16166-W	ENCLOSURE, NEMA 4X, ALUMINUM, WHITE PAINTED FINISH, 3-PT. LATCH	SCHAEFER	1
B		SPP-1616	BACK PANEL, 12ga. CARBON STEEL, WHITE ENAMEL FINISH	SCHAEFER	1
C	CB1	2907562	CIRCUIT BREAKER, UL489 BRANCH RATED, C-CURVE, 1-POLE, 5A	PHENIX CONTACT	1
D	IM	6AG1 155-6AA01-7BN0	INTERFACE MODULE, SIPLUS ET200SP IM155-6PN STANDARD	SIEMENS	1
E		6AG1 131-6BF00-7BA0	DIGITAL INPUT MODULE, SIPLUS ET200SP DI 8x24VDC ST	SIEMENS	3
		6AG1 193-6BP00-7DA0	BASE MODULE, WHITE	SIEMENS	3
F		6AG1 132-6HD00-7BB1	DIGITAL OUTPUT MODULE, SIPLUS ET200SP RO 4x120VDC/230VAC/5A ST	SIEMENS	1
		6AG1 193-6BP20-7BB1	BASE MODULE, BLACK	SIEMENS	1
G		6AG1 134-6GD00-7BA1	ANALOG INPUT MODULE, SIPLUS ET200SP AI 4xI 2- / 4-WIRE ST	SIEMENS	1
		6AG1 193-6BP00-7DA0	BASE MODULE, WHITE	SIEMENS	1
H	SP1	DS220S-24DC	SURGE PROTECTOR, 24VDC	CITEL	1
I	NI	2313931	PROFINET NETWORK ISOLATOR	PHENIX CONTACT	1
J	M	2002-1406	TERMINAL, PUSH-IN, 1-CIRCUIT, YELLOW	WAGO	1
K	L+	2002-1404	TERMINAL, PUSH-IN, 1-CIRCUIT, BLUE	WAGO	1
L	G	2002-1407	TERMINAL, PUSH-IN, 1-CIRCUIT, GREEN/YELLOW, GROUNDING	WAGO	1
M		2002-1492	TERMINAL END PLATE, ORANGE	WAGO	3
N		249-116	END ANCHOR, 6mm, GRAY	WAGO	2
O		210-112	DIN RAIL, GALVANIZED, SLOTTED, 2M	WAGO	1
P		PK5GTA	EQUIPMENT GROUND BAR KIT	SQUARE D	1



- THIS DRAWING IS AN EXAMPLE OF HOW OVERALL CABINET IS TO BE DESIGNED
 - REFER TO NOTES AND DETAILS ON ALL DRAWING SHEETS
 - ALL FIELD WIRING SHALL BE #18 AWG STRANDED, TIN-PLATED COPPER
 - ALL FIELD WIRING SHALL CONNECT DIRECTLY TO I/O BASE TERMINALS USING FERRULES WITH END SLEEVES
 - ALL PLC I/O WIRING SHALL BE #18 AWG
 - ALL MOUNTING SCREWS SHALL BE DRILLED AND TAPPED (NO SELF-TAPPING SCREWS ARE ALLOWED)
 - ALL MOUNTING SCREWS SHALL BE STAINLESS STEEL
 - DIN RAIL SHALL BE MODEL 1492-DR9 OR EQUIVALENT
- ORANGE +12VDC SUPPLY
 BROWN -12VDC SUPPLY
 BLUE +24VDC CONTROL CIRCUITS
 YELLOW -24VDC CONTROL CIRCUITS
 GRAY REMOTELY POWERED CIRCUITS
 GREEN/YELLOW GROUND

- ENCLOSURE:**
 SPN4AL-16166-W (16"H x 16"W x 6"D) NEMA 4X RATED, FABRICATED FROM .125 MARINE GRADE ALUMINUM WITH WHITE POLYESTER POWDER COAT FINISH INSIDE AND OUT. DOOR IS FITTED WITH A CUSTOM 3-POINT LATCH AND PAD-LOCKABLE HANDLE.
- BACK PANEL:**
 SPP-1616 (13"H x 13"W) FABRICATED FROM 12GA. CARBON STEEL WITH WHITE ENAMEL FINISH.
- DRAWING LAYER COLOR LEGEND:**
 GREY NOTES
 BLACK ELECTRICAL SCHEMATIC WIRING DIAGRAMS AND DEVICES
 BLUE PART IDENTIFICATION
 PURPLE WIRE NUMBERS
 GREEN FIELD DEVICES AND WIRING OUTSIDE ENCLOSURE (DASHED)
 RED FUTURE / OPTIONAL DEVICES AND WIRING
 TEAL DIMENSIONS

FIELD WIRING CONNECTION DETAILS



STANDARD

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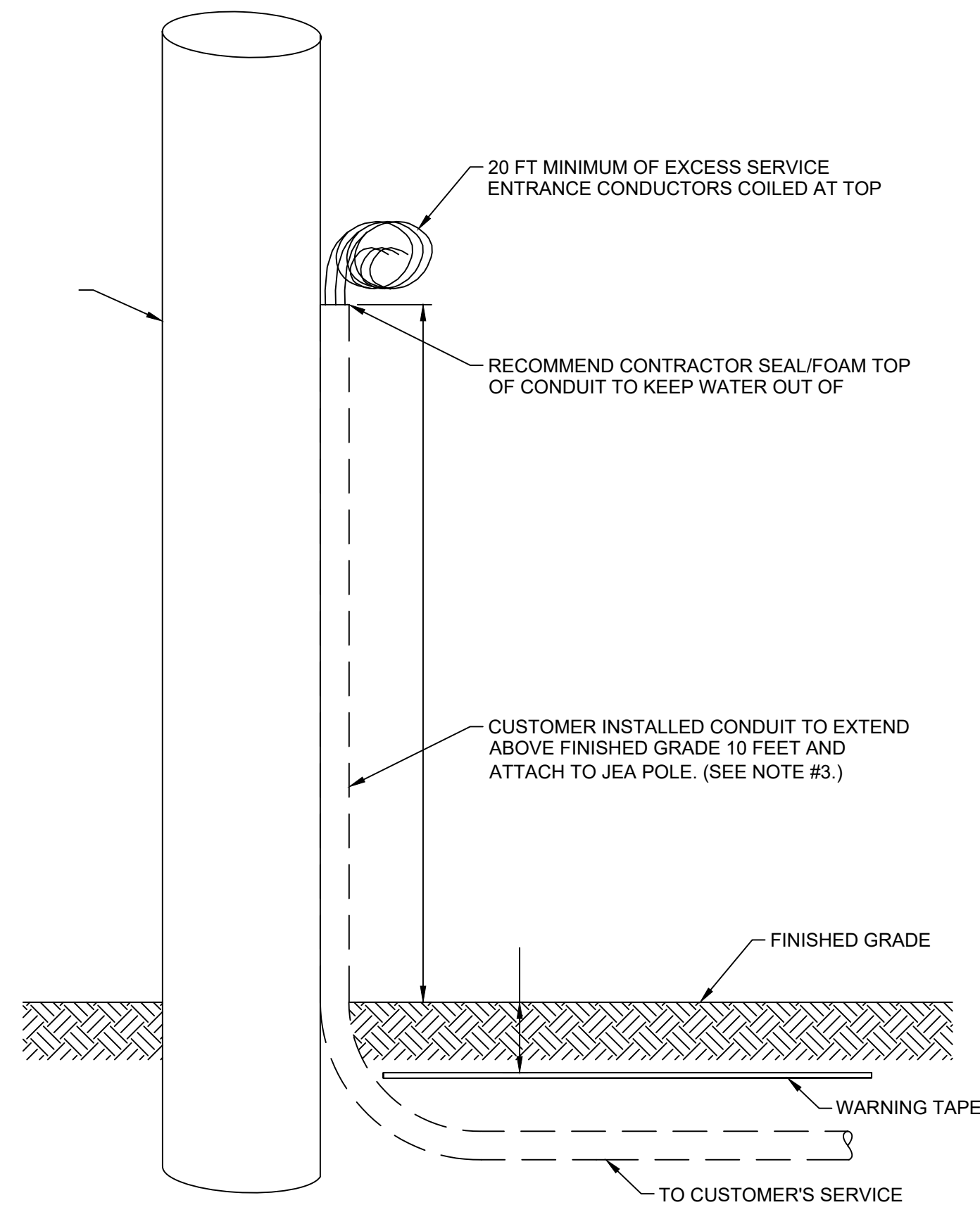
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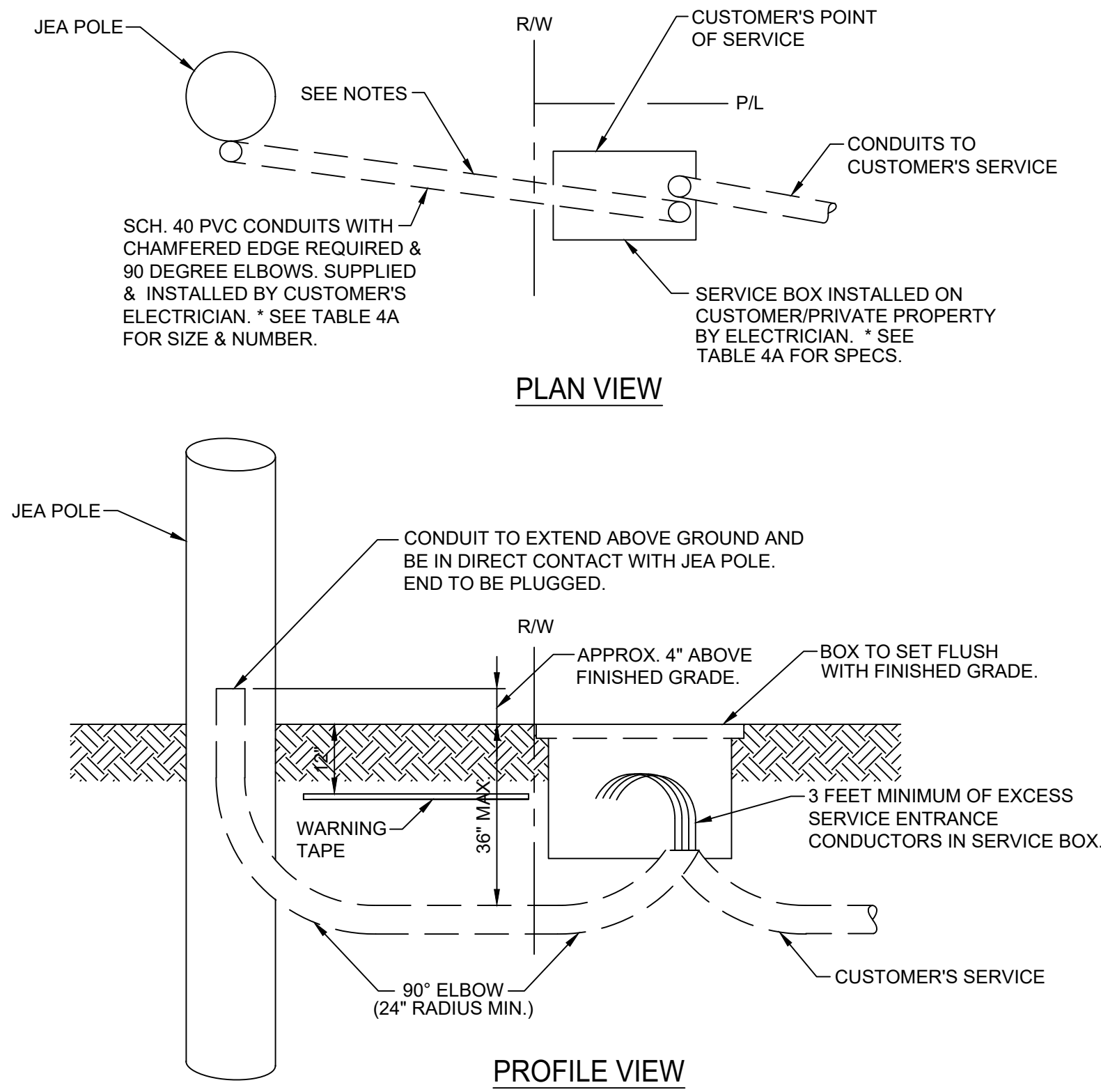
JEA Building Community

**JEA STANDARD
 PUMP STATION ELECTRIC DETAILS
 STANDBY BACKUP PUMP DISTRIBUTED I/O PANEL**

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE:
DRAWING NO.	SCALE:



- THE CUSTOMER WILL MAINTAIN THE WARNING TAPE, CONDUIT AND CONDUCTORS SHOWN.
- THE CUSTOMER MUST PICK A CLEAR SIDE OF THE JEA POLE TO EXTEND UP CONDUIT. CLEAR FROM PHONE OR COMMUNICATION CABLES, OR ANY OTHER EQUIPMENT, FROM FINISHED GRADE TO JEA POINT OF SERVICE. CALL JEA DISTRIBUTION ENGINEER IF LOCATION IS REQUIRED.
- THE JEA WILL MAKE ALL CONNECTIONS TO CUSTOMER'S SERVICE WIRE ON THE JEA POLE.
- THE JEA WILL INSTALL CABLE GUARD ON JEA POLE AND COVER CUSTOMER'S SERVICE WIRE



- NOTES:**
- THE MINIMUM DISTANCE BETWEEN THE SERVICE BOX AND SERVICE POLE IS 4 FEET.
 - THE CUSTOMER MUST PICK A CLEAR SIDE OF THE JEA POLE FOR THE JEA TO EXTEND UP THE POLE RISER. CLEAR FROM PHONE OR COMMUNICATION CABLES, OR ANY OTHER EQUIPMENT, FROM FINISHED GRADE TO CONNECTIONS TO OVERHEAD FACILITIES. CALL JEA DISTRIBUTION ENGINEER IF LOCATION IS REQUIRED.
 - THE JEA WILL MAINTAIN THE POLE RISER AND CONDUCTOR FROM THE OVERHEAD FACILITIES TO A CUSTOMER-PROVIDED SERVICE BOX.
 - THE JEA WILL MAKE ALL CONNECTIONS TO THE CUSTOMER'S SERVICE WIRE IN THE SERVICE BOX. SAID CONNECTIONS WILL BE THE CUSTOMER'S POINT OF SERVICE.

**COMMERCIAL SERVICE
ABOVE 100 AMPS AND MULTI-METERED UNDERGROUND
SERVICE FROM AN OVERHEAD POLE**
NOT TO SCALE

**TABLE 4A
CONDUIT AND SERVICE BOX REQUIREMENTS
FOR UNDERGROUND COMMERCIAL SERVICES FROM AN OVERHEAD POLE**

SERVICE SIZE	CONDUIT SIZE (From Service Box to JEA Overhead Pole)	SERVICE BOX SIZE
20A - 150A	1-2 in	13" x 24" x 18" d
151A - 200A	1-3 in	17" x 30" x 18" d
201A - 399A	1-3 in	24" x 36" x 18" d
400A-800A	400A=1-4 in 401-800A=2-4 in	30" x 48" x 24" d manhole
801A-1400A	801-1000A=2-4 in 1001-1400A=3-4 in	36" x 60" x 36" d manhole

- NOTE:**
- ALL CONDUITS TO BE SCHEDULE 40 PVC WITH CHAMFERED EDGES REQUIRED. CONDUIT SIZE AND NUMBER DOES NOT HAVE TO MATCH CUSTOMERS' SERVICE CONDUIT SIZE, TYPE, AND NUMBER.
 - ALL CONDUIT RADIUS TO BE 24 INCH MINIMUM.
 - JEA WILL ALLOW THE OPTION OF PURCHASING THESE BOXES FROM AN ELECTRICAL SUPPLY HOUSE. THESE BOXES MUST MEET THE FOLLOWING SPECIFICATIONS.
 - SERVICE BOX SIZE MAY VARY FOR 3 PHASE APPLICATIONS.
 - CONTACT JEA SERVICE ENGINEER FOR CONDUIT AND BOX LOCATION.

TECHNICAL SPECIFICATIONS

- MATERIAL SPECIFICATIONS:**
- SERVICE BOX**
- TOP: COMPRESSION MOLDED POLYMER CONCRETE WITH MINIMUM THICKNESS OF TWO INCHES.
 - BODY: REINFORCED PLASTIC MORTAR (RPM) CONSISTING OF FIBERGLASS AND ISOPHOLIC RESIN. THE BASE WILL HAVE A FLANGE OF TWO INCHES FROM THE INSIDE WALL.
 - RING: THE RING WILL BE OF POLYMER CONCRETE AND WILL BE PERMANENTLY FUSED TO THE BODY DURING THE CURING PROCESS.
- MANHOLE**
- MANHOLE BODY SHALL BE OF ONE PIECE CONSTRUCTION WITH A SOLID COVER.
 - MANHOLE DIMENSIONS SHALL BE 60" L X 36" W X 36"D.
- LOAD RATING:**
- LOAD RATING: H-10 (INCIDENTAL TRAFFIC).
 - LOAD RATINGS SHALL BE IN ACCORDANCE WITH ASTM, C-857-87 (STD. PRACTICE FOR MINIMUM STRUCTURAL DESIGN LOADING FOR UG PRECAST CONCRETE UTILITY STRUCTURES) AASHTO AND WESTERN UNDERGROUND COMMITTEE RECOMMENDED GUIDELINES RULE 3.6 DATED 6-15-87.
- MISCELLANEOUS REQUIREMENTS:**
- HARDWARE: TWO CAPTIVE STAINLESS PENTA HEAD BOLTS FOR SECURING TOP. BOLT HEADS WILL BE FLUSH WITH TOP OF COVER.
 - IDENTIFICATION: EACH TOP WILL HAVE THE WORD "ELECTRIC" PERMANENTLY MARKED INTO THE TOP.

ELECTRICAL NOTES

- GROUND WIRE SHALL RUN FROM THE CHASSIS CONTINUOUS THROUGH THE METER CAN TO 2 GROUND RODS SPACED 6 FEET APART AND TERMINATE ON A FENCE POST IN CONCRETE.
- ELECTRICAL ENCLOSURES SHALL BE ORIENTED SUCH THAT THE FRONT OF THE ENCLOSURE FACES THE INTERIOR OF THE PUMP STATION SITE.
- QUANTITY AND SIZE OF NEMA 4x 316-STAINLESS STEEL ENCLOSURES AS REQUIRED FOR STATION OPERATION.
- SERVICE DISCONNECT SHALL BE MANUAL FUSE 3 PHASE-4 WIRE

STANDARD

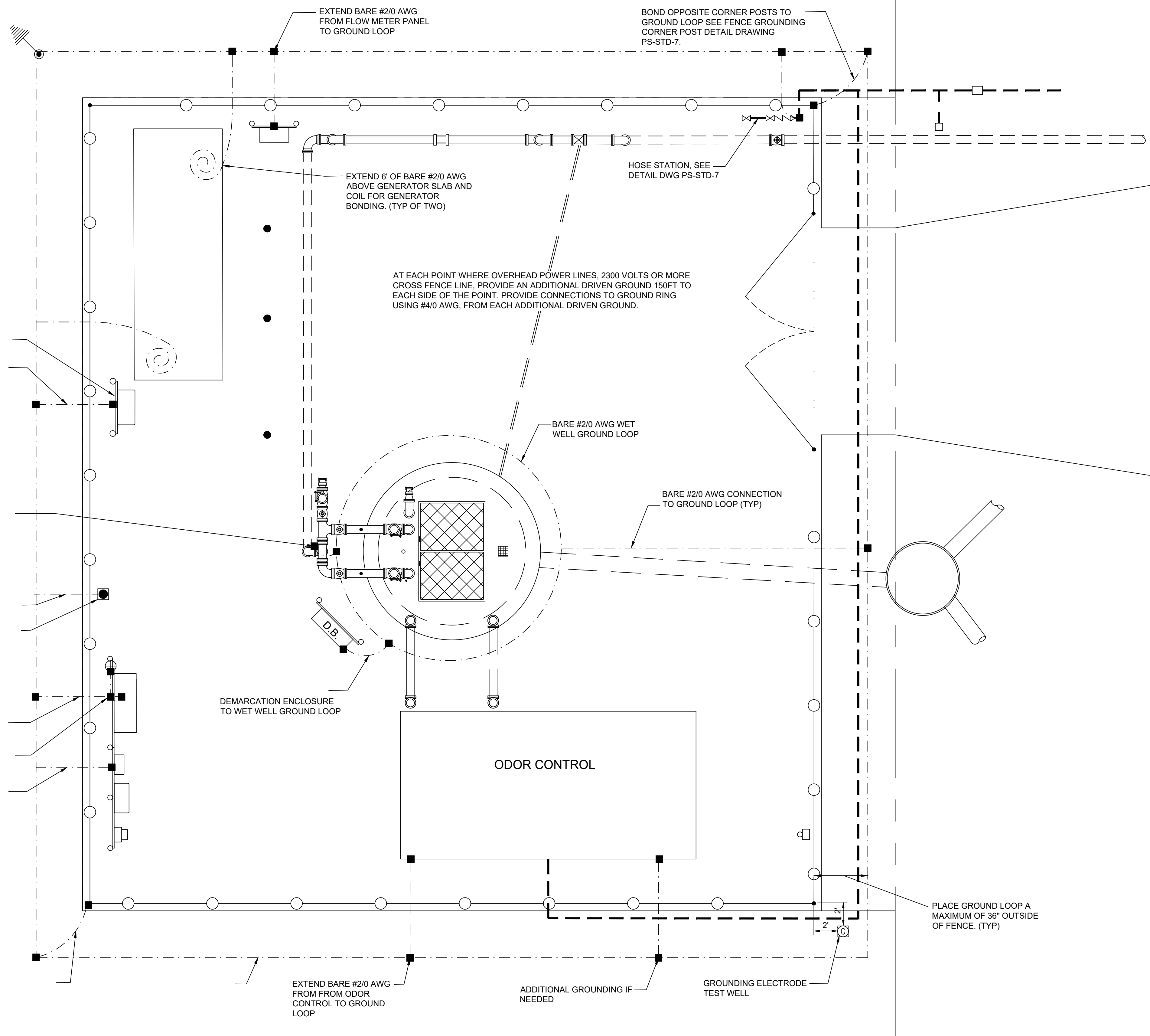
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JEA STANDARD
PUMP STATION ELECTRIC DETAILS
SERVICE DETAILS

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PUMP STATION GROUNDING SITE PLAN
NOT TO SCALE

GROUNDING SYMBOL LEGEND	
	GROUND CONDUCTOR (SIZE AS REQUIRED BY NOTES)
	EXOTHERMIC OR COMPRESSION CONNECTION
	GROUND ROD AND CONNECTION
	GROUND TEST WELL WITH GROUND ROD
	GROUND CONDUCTOR COILED ABOVE GRADE OR SLAB FOR FUTURE CONNECTION

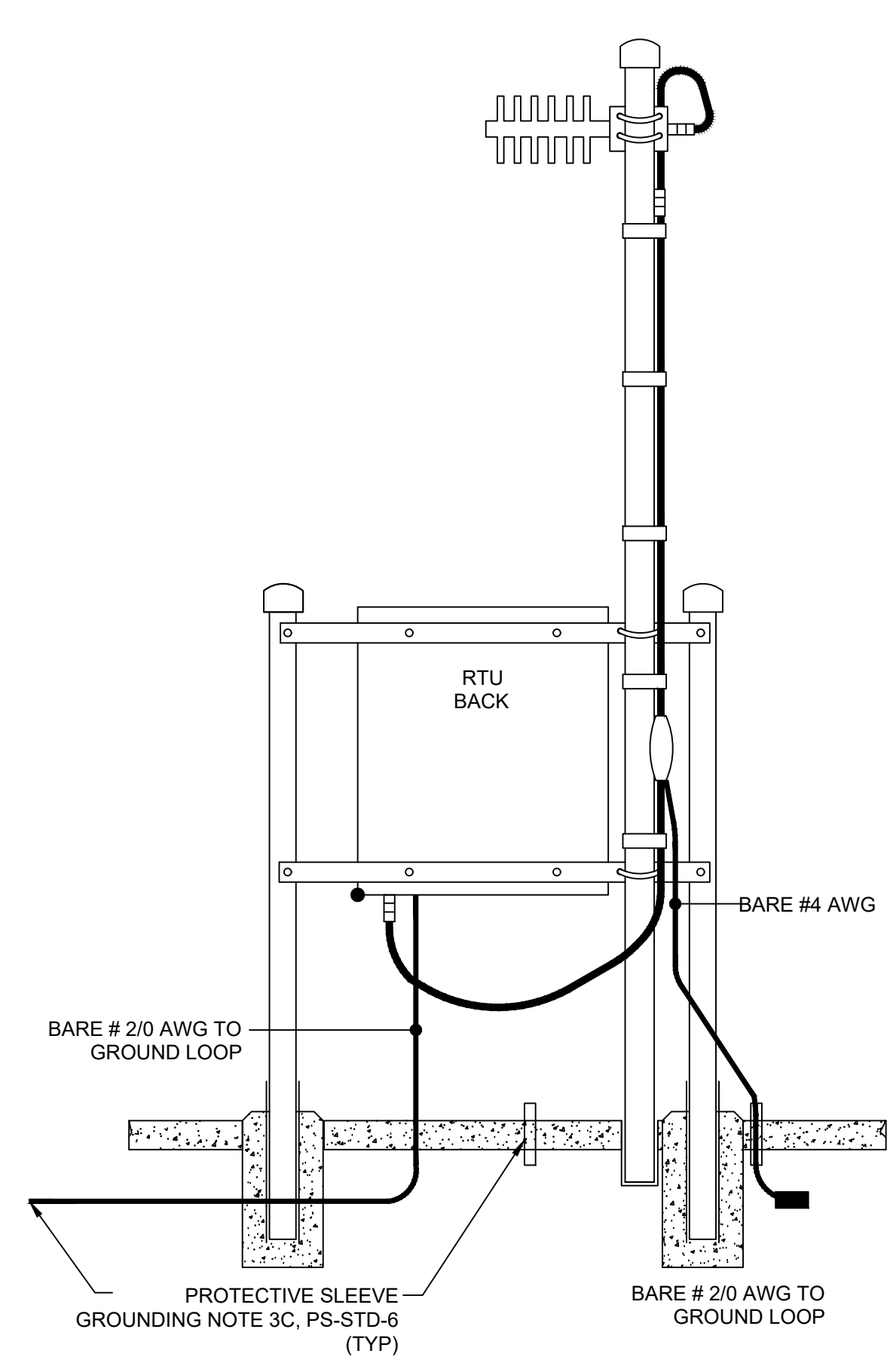
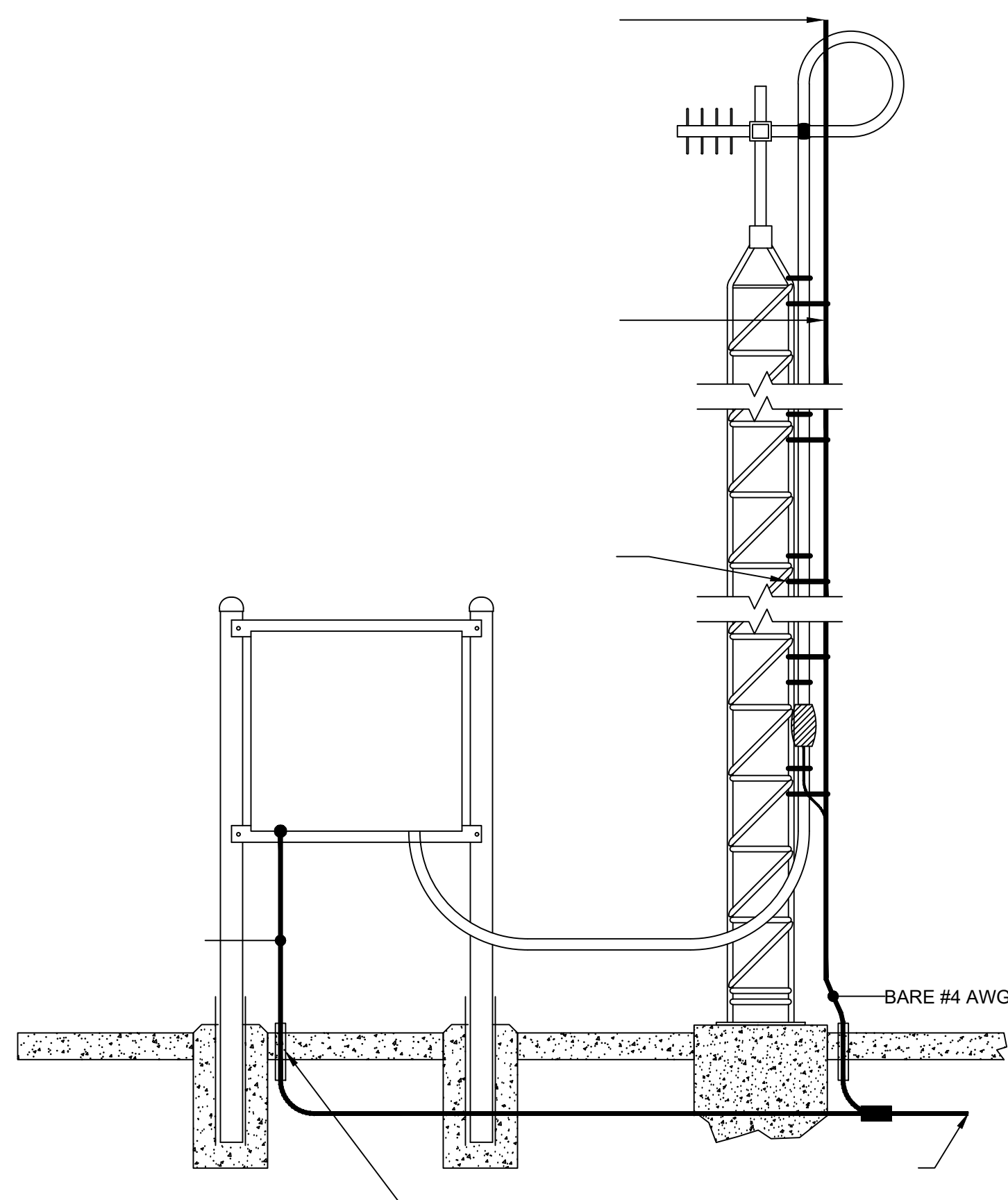
- GROUNDING NOTES:**
- PROVIDE A COMPLETE ELECTRICAL GROUNDING SYSTEM WITH A MEASURED GROUND RESISTANCE OF 5 OHMS OR LESS. GROUNDING COMPONENTS AND MATERIALS SHALL BE NEW AND UNDAMAGED.
- INSULATED GROUND CONDUCTOR SHALL BE SOFT DRAWN, TIN PLATED, STRANDED COPPER CONFORMING TO THE REQUIREMENTS OF UL 83. INSULATED GROUND CONDUCTOR SHALL BE TYPE TW OR THW, AND GREEN COLORED INSULATION. MINIMUM SIZE FOR INSULATED GROUND CONDUCTORS, REGARDLESS OF APPLICATION SHALL BE #12 AWG.
- BURIED GROUND LOOP CONDUCTORS**
- GROUND LOOP CONDUCTOR SHALL BE BARE #2/0 AWG, SOFT DRAWN, TIN PLATED STRANDED COPPER CONDUCTOR UNLESS OTHERWISE NOTED.
 - BARE GROUND CONDUCTORS BELOW GRADE, SHALL HAVE A MINIMUM OF 18 INCHES AND A MAXIMUM OF 30 INCHES COVER FROM FINISHED GRADE. BARE GROUND CONDUCTORS UNDER FOUNDATIONS OR SLABS, SHALL HAVE A MINIMUM OF 6 INCHES OF EARTH COVER BETWEEN THE TOP OF CONDUCTOR CONDUCTOR AND THE FOUNDATION OR SLAB.
 - BARE GROUND CONDUCTORS THAT PENETRATE THROUGH EXPOSED SLABS OR WET WELL WALL, SHALL DO SO THROUGH A 3/4" x 12" (MIN), SCHED 40 PVC SLEEVE, WITH GROUND WIRE CENTERED IN SLEEVE, FILL TOP OF SLEEVE WITH APPROVED SEALANT TO A DEPTH AT LEAST 3 TIMES THE OUTSIDE DIAMETER OF THE SLEEVE. ALL WIRES PROTRUDING TO THE SURFACE SHALL BE TIN PLATED.
 - BARE GROUND CONDUCTOR SHALL BE DIRECTLY BURIED IN EARTH; TO WITHIN 24 TO 36 INCHES FROM BASE OF STRUCTURES OR EQUIPMENT IDENTIFIED FOR GROUNDING.
- GROUND RODS**
- SHALL BE COPPER CLAD MIN 13MIL, COLD DRAWN CARBON STEEL MANUFACTURED IN ACCORDANCE WITH UL 467, WITH THE COPPER CLADDING BONDED TO THE STEEL ROD BY ELECTROLYTIC, OR MOLTEN WELDING PROCESS. GROUND RODS SHALL HAVE A CONICAL TAPER ON PENETRATING END. EACH GROUND ROD SHALL BE 10-FOOT BY 3/4 INCH DIAMETER SECTIONS.
 - THERE SHALL BE A MINIMUM OF 2 GROUND RODS THAT SHALL BE DRIVEN TO A MINIMUM OF 60FT EACH. IF GROUND RODS ARE UNABLE TO BE DRIVEN 60FT OR 5 OHMS IS NOT ACHIEVED THEN ADDITIONAL GROUND RODS MUST BE DRIVEN TILL THE 5 OHMS IS REACHED. IF AN ADDITIONAL GROUND ROD IS REQUIRED IT MUST BE DRIVEN IN A CORNER THAT DOESN'T HAVE A ROD.
 - GROUND RODS SHALL BE CONNECTED BY COMPRESSION COUPLINGS, SCREW COUPLINGS WILL NOT BE ACCEPTED.
- GROUNDING SYSTEM HARDWARE**
- GROUNDING SYSTEM HARDWARE, INCLUDING CLAMPS, CONNECTORS, BOLTS, WASHERS, AND NUTS, SHALL BE TIN PLATED COPPER.
 - SPLICES, JOINTS, AND CONNECTIONS BELOW GRADE SHALL BE EXOTHERMIC OR IRREVERSIBLE COMPRESSION TYPE. THREADED OR BOLTED COUPLINGS ARE NOT ACCEPTABLE EXCEPT WHERE NOTED IN GROUNDING DETAILS.
 - PREPARE CONDUCTORS AND CONNECTORS PER MANUFACTURERS REQUIREMENTS. REMAKE CONNECTIONS THAT FAIL MANUFACTURER'S RECOMMENDED TESTS.
 - GROUNDING CONNECTIONS SHALL ENCOMPASS 100 PERCENT OF THE GROUND CONDUCTOR AND CONDUCTOR ENDS.
 - GROUND LUGS SHALL BE SINGLE OR TWO-HOLE, HEAVY-DUTY, TIN PLATED COPPER BARS CONFORMING TO THE REQUIREMENTS OF IEEE 837 AND UL 467. TWO-HOLE GROUND LUGS SHALL HAVE NEMA CENTERLINE HOLE SPACING. GROUND LUGS USING AN EXOTHERMIC PROCESS SHALL BE SIMILAR TO TYPE LA AS MANUFACTURED BY ERICO.
 - MAKE CABLE CONNECTIONS TO BUS BARS USING HIGH-COMPRESSION LUGS. GROUND LUGS USED WITH THE COMPRESSION PROCESS SHALL BE TYPE YGHA AS MANUFACTURED BY BURNDY ELECTRICAL.
- BOND PIPING TO GROUNDING SYSTEM VIA CONNECTION AT THE LAST FLANGE BEFORE PIPES RETURN UNDERGROUND. SEE WET WELL GROUNDING DETAIL.
 - GROUNDING BY USE OF ANCHOR BOLTS, AGAINST GASKETS, ON PAINTED OR VARNISHED SURFACES, OR ON BOLTS HOLDING REMOVABLE ACCESS COVERS WILL NOT BE ACCEPTABLE.
 - GROUND RESISTANCE SHALL BE CERTIFIED BY AN INDEPENDENT GROUNDING SYSTEM TESTING ORGANIZATION. TESTING SHALL BE DONE AT EACH TEST WELL USING THE 3-POINT FALL OF POTENTIAL METHOD. THIS DOCUMENT MUST BE SUBMITTED AT THE TIME OF STARTUP FOR FINAL ACCEPTANCE.
 - NO CHEMICALS SHALL BE USED TO REDUCE THE RESISTANCE UNLESS APPROVED BY JEA.
 - A MINIMUM OF 5 OHMS OF SHALL BE GUARANTEED BY THE CONTRACTOR FOR 3 YEARS FROM THE SITES ACCEPTANCE. IF THE RESISTANCE FAILS IN THIS TIME THE CONTRACTOR WILL BE RESPONSIBLE FOR ADDING ADDITIONAL GROUND RODS AT THE CONTRACTORS EXPENSE.

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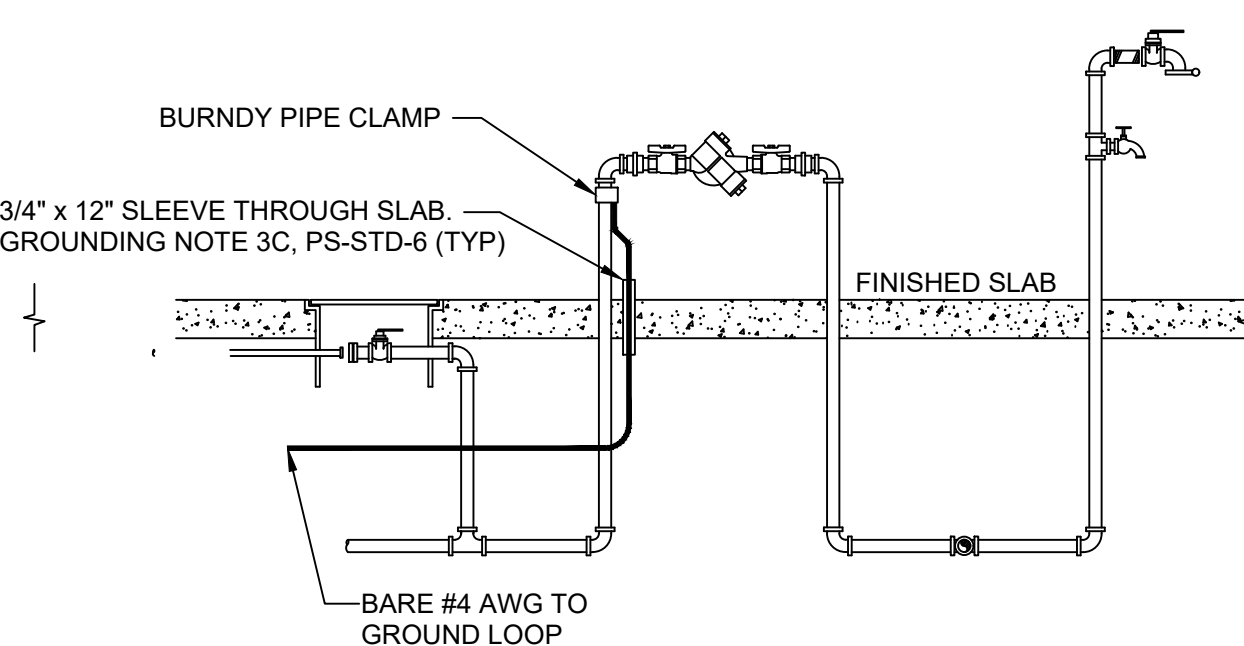
STANDARD

JEA STANDARD
PUMP STATION ELECTRIC DETAILS
GROUNDING SITE PLAN

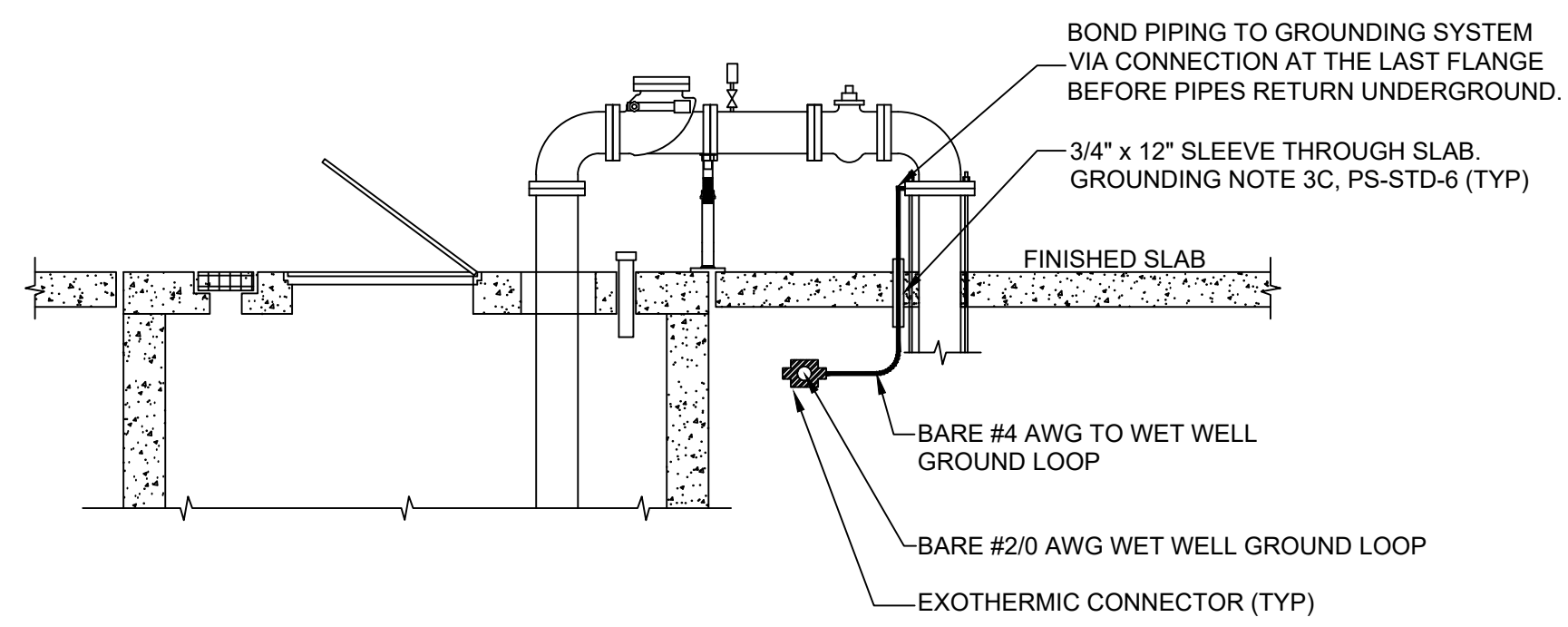




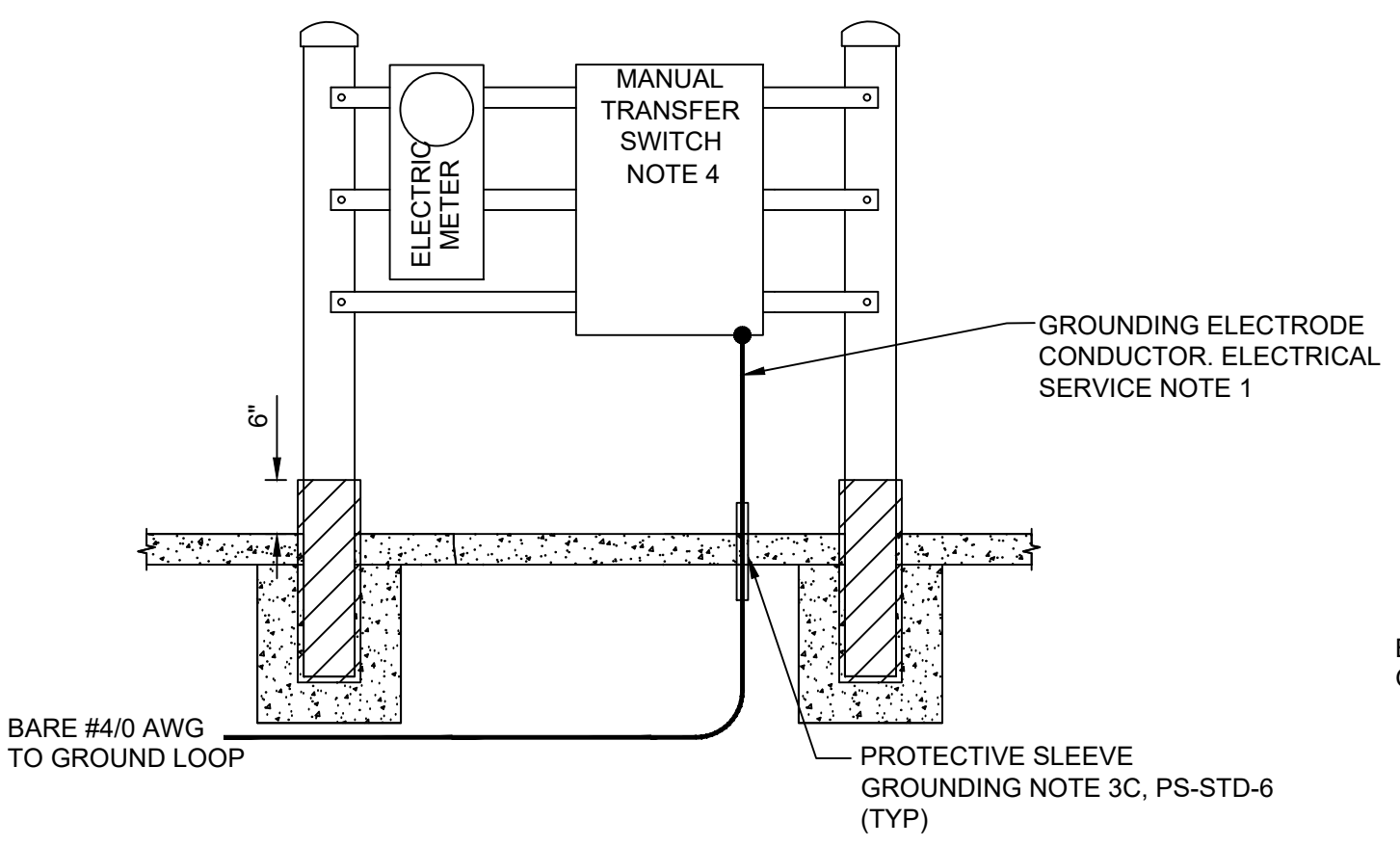
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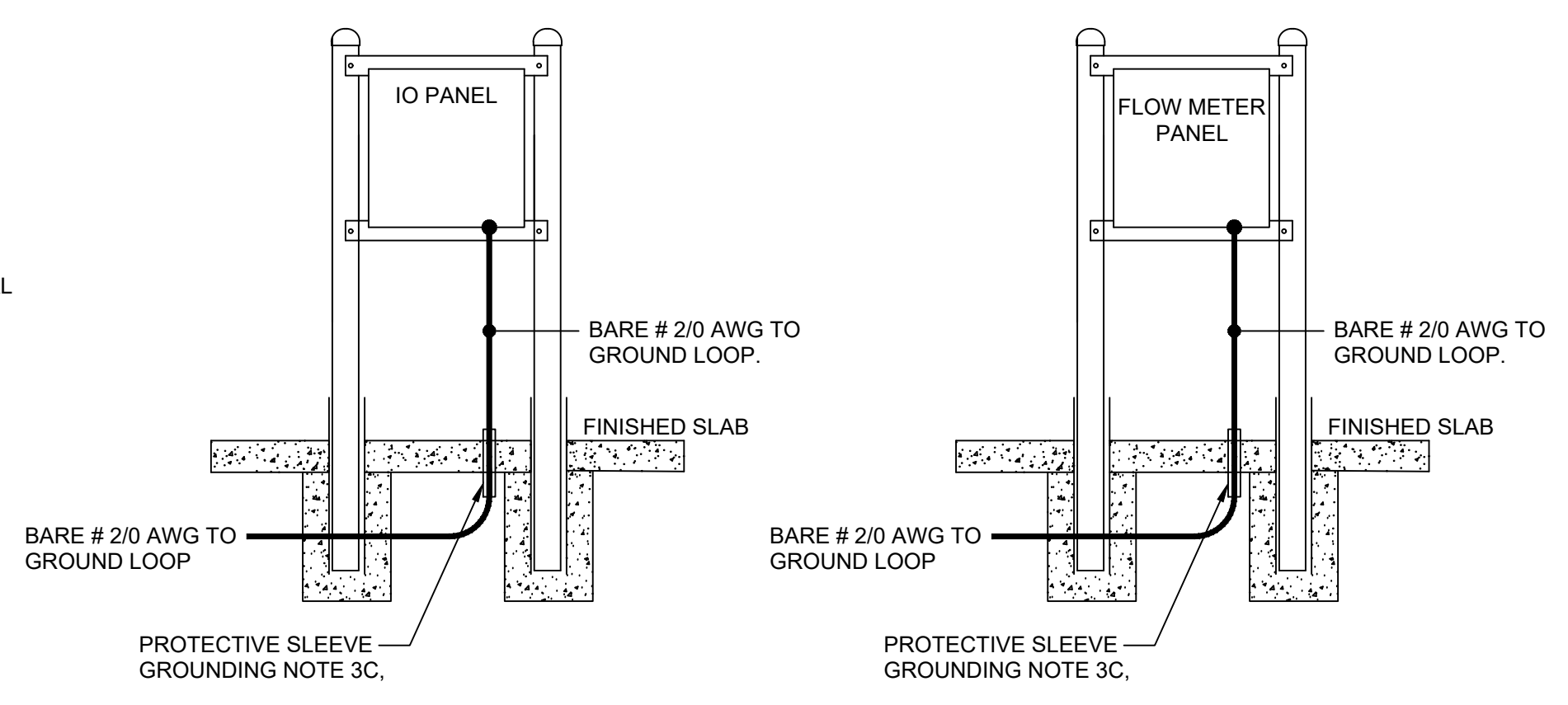
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NOT TO SCALE



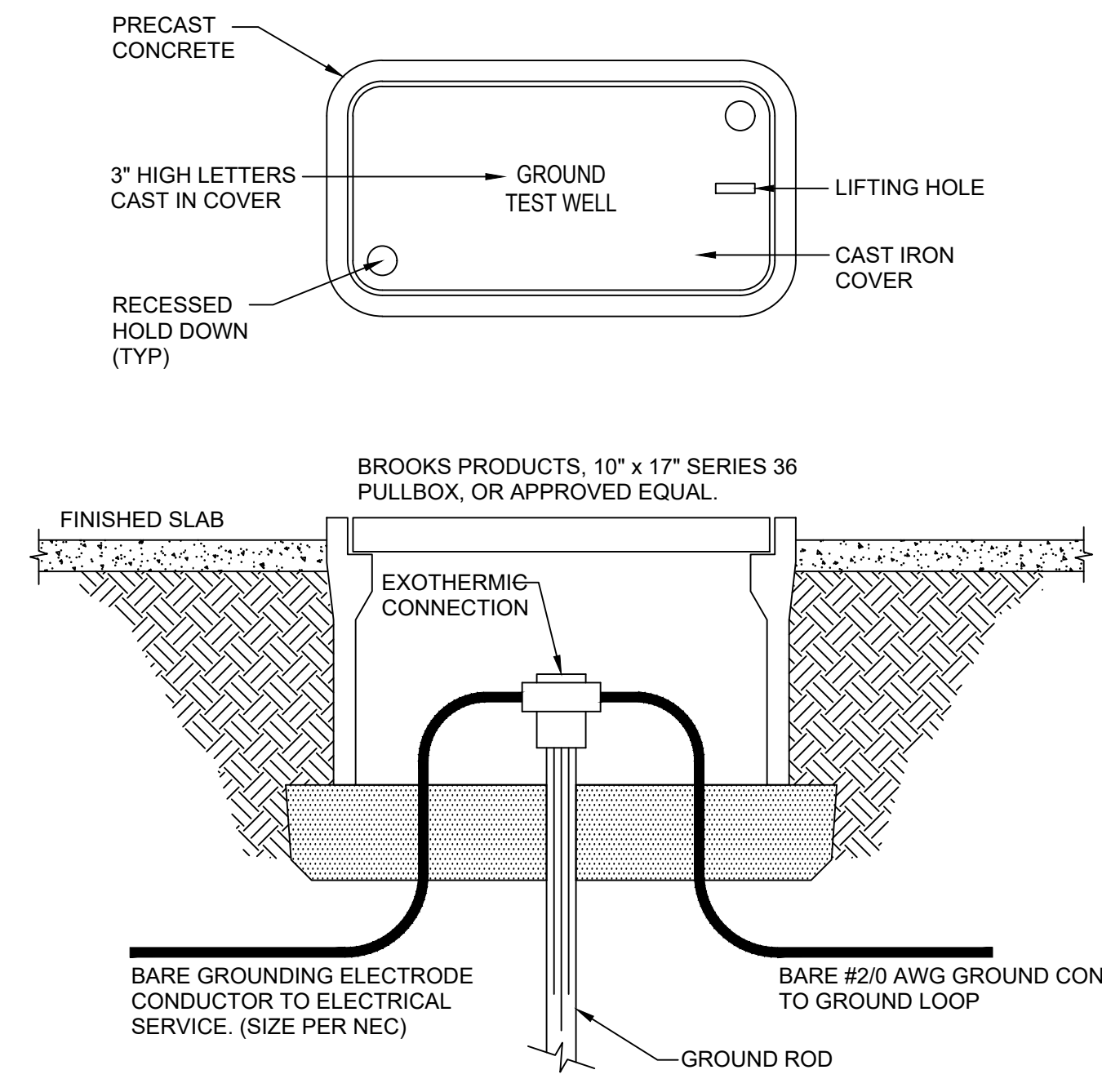
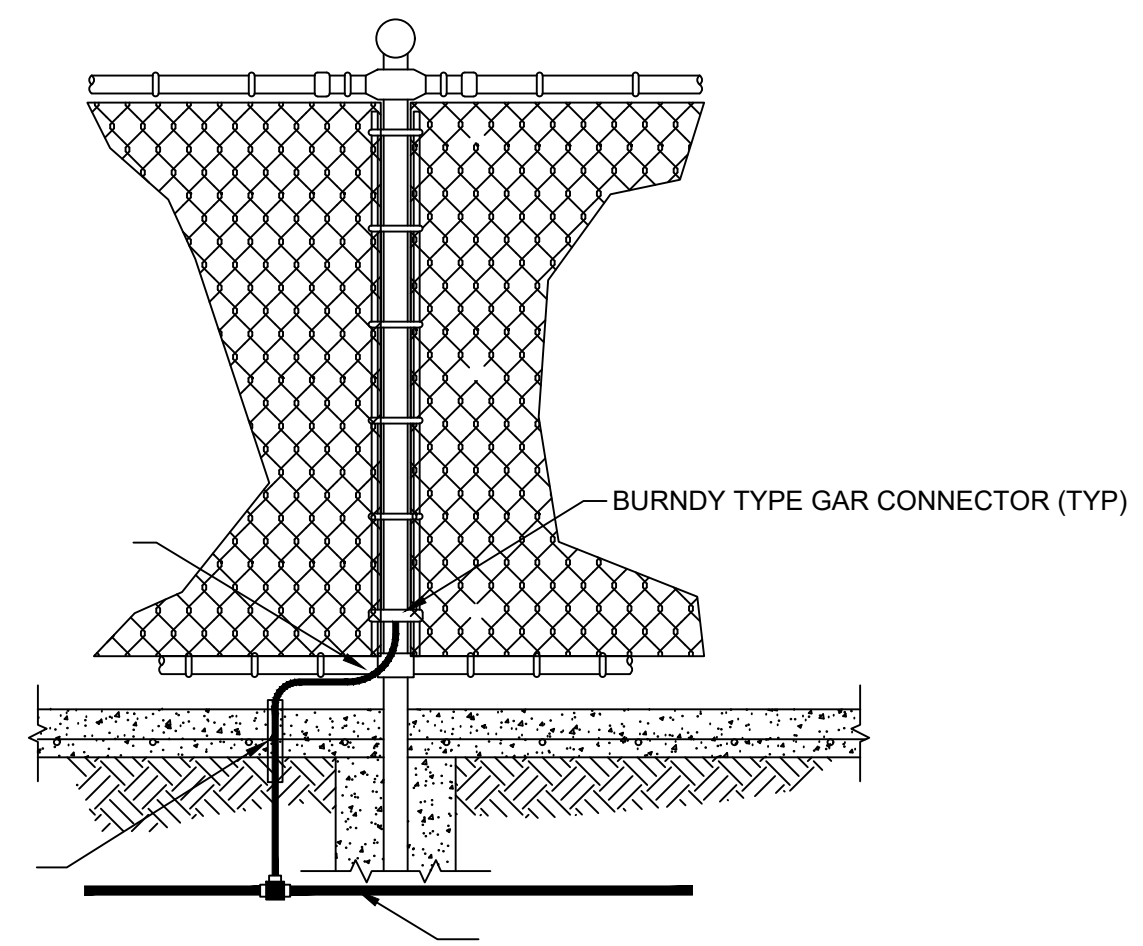
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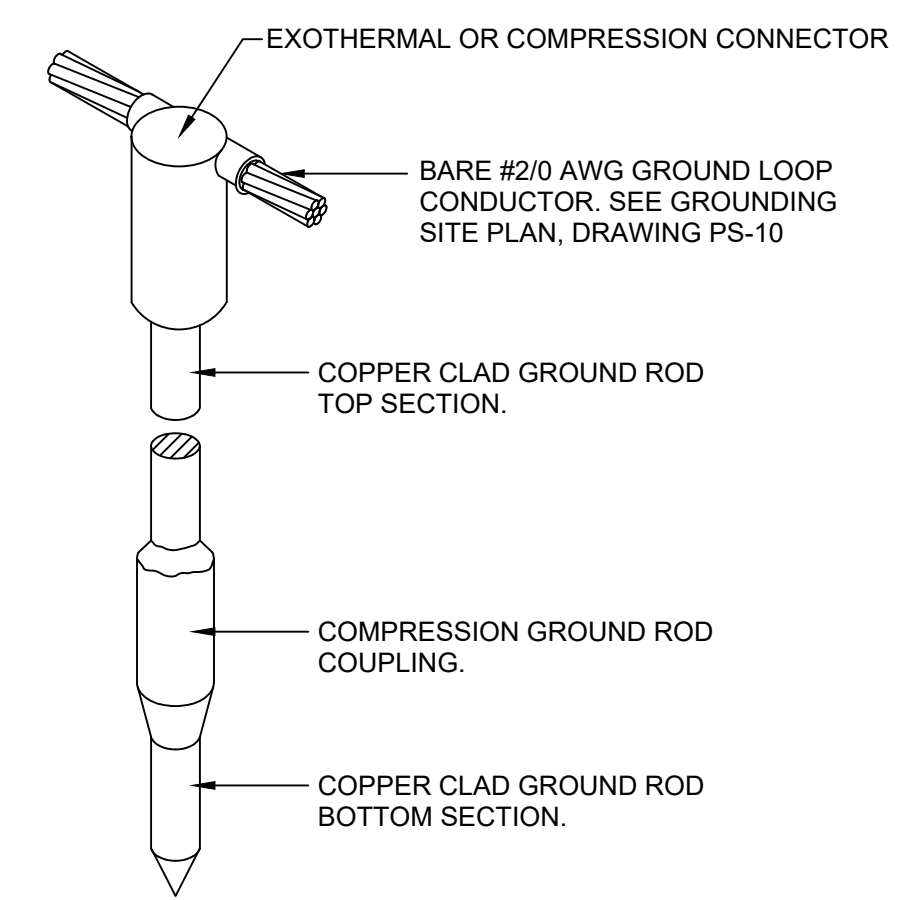
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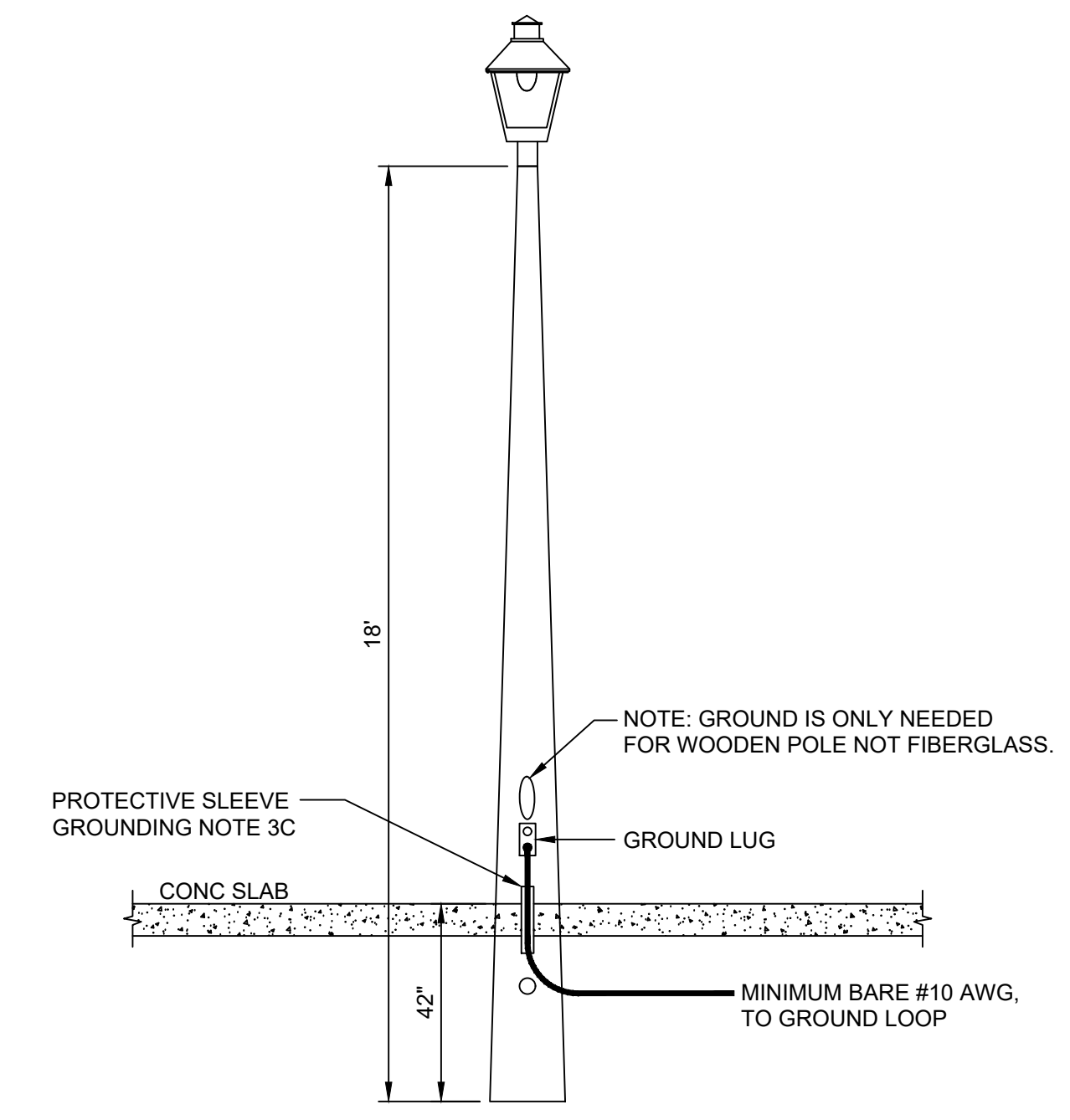
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GROUND SYSTEM TEST WELL DETAIL
NOT TO SCALE



TYPICAL GROUND ROD & CONNECTION DETAIL
NOT TO SCALE



SITE LIGHT GROUNDING DETAIL
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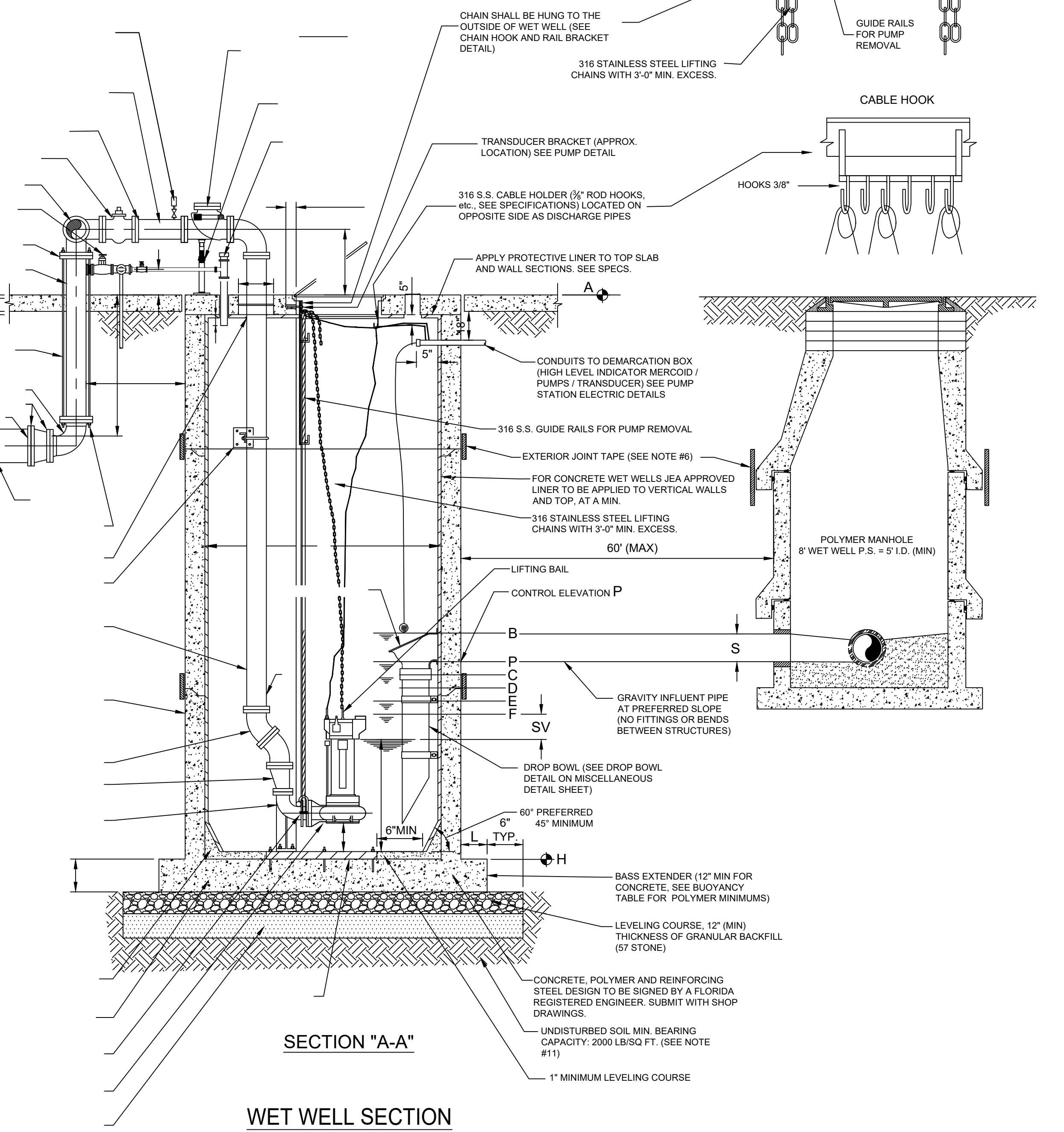
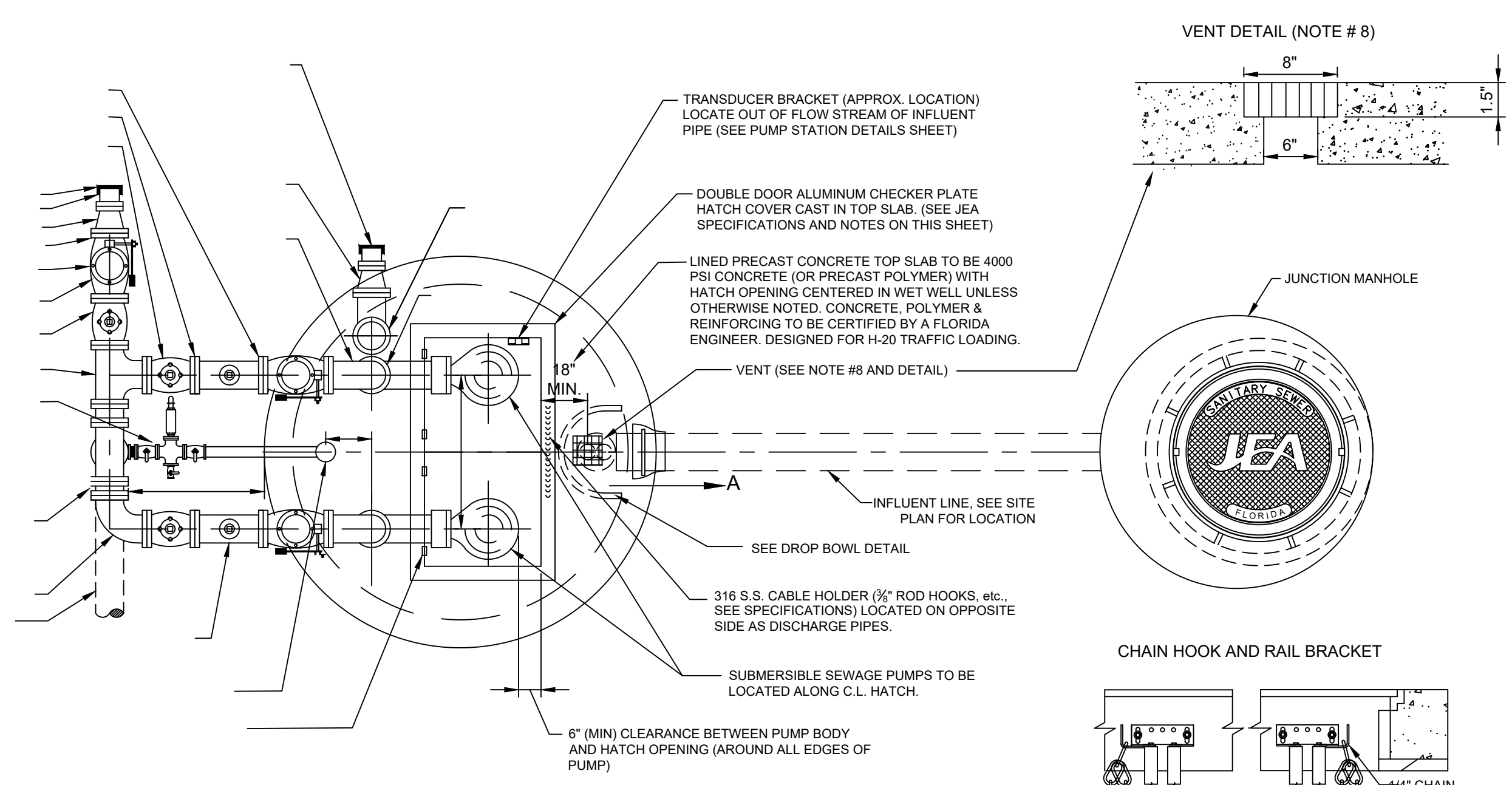
STANDARD	NO.	BY	DATE	REVISIONS
	4.			
	3.			
	2.			
	DESIGNER	FLORIDA REGISTRATION NO.		
	DRAWN BY	CHECKED BY:		
	DATE:	DATE:		
		DATE:		
		MANUAL TRANSFER SWITCH		



JEA STANDARD
PUMP STATION ELECTRIC DETAILS
GROUNDING DETAILS

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE:
DRAWING NO.	SCALE:

C:\Services\Shared\AutoCAD\Water_Standards\2021\PUMP STATION SITE SPECIFIC.dwg Current Layout Tab = CLASS TWO PUMP STATION WITH GENERATOR STATION DATA Wed Apr 21, 2021 13:28



PUMP STATION INFORMATION
SCHEDULE OF ELEVATIONS

PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCROID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION	BOTTOM ELEVATION	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P - 0.5'		P - 1.0'	P - 1.5'	F - SV	G - 3'											

ALL PUMPS

PUMP MANUFACTURER	WILO/EMU	FLYGT	HYDRAMATIC	KSB
MODEL	---	---	---	---
IMPELLER	---	---	---	---
PUMP DISCHARGE	---	---	---	---
MOTOR (RPM)	---	---	---	---
HORSEPOWER (HP)	---	---	---	---
PHASE/VOLTAGES (NOTE #3)	---	---	---	---
AIC (SEE NOTE #4)	---	---	---	---
DESIGN POINT (GPM) @ TDH (FT)	---	---	---	---
RUNOUT POINT (GPM) @ TDH (FT)	---	---	---	---
EMERGENCY MAIN	---	---	---	---
NORMAL SERVICE MAIN	---	---	---	---
CB #1 TO PUMP NO. 1	---	---	---	---
CB #2 TO PUMP NO. 2	---	---	---	---
CONTROL PANEL MCB	---	---	---	---
STARTER (SIZE & TYPE)	---	---	---	---
ELECTRIC SERVICE (TYPE & SIZE)	---	---	---	---

POLYMER CONCRETE FLOATATION COLLARS

WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-15FT		DEPTH 16-20FT		DEPTH 21-30FT	
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)
8'-0"	3	35600	3	37600	2	46000	---	5200
10'-0"	5	57580	5	75000	5	78700	3	91100
12'-0"	8	82900	8	113200	8	134500	7	139000

DISCHARGE PIPE DATA (WITHIN WET WELL)

PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION	MIN PUMPOUT SIZE	HATCH SIZE (MIN.)
(J)	(N)	(PS)	(PO)	
4"	10"	26"	4"	42"x48"
6"	12"	32"	6"	42"x60"
FREE STANDING PUMP OUT FOR PIPE SIZES GREATER THAN 6"				
8"	15"	36"	8"	---
10"	17"	44"	10"	---
12"	20"	48"	12"	---
14" & LARGER	---	---	14" & LARGER	---

CONCRETE WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

MCC PANEL

THE COMBINED MOTOR CONTROL AND RTV PANEL SHALL BE AS NOTED BELOW. CONTRACTOR SHALL SUBMIT APPLICABLE SHOP DRAWING PACKAGE, SEE JEA.COM FOR DETAILS.

FIXED SPEED PANEL:
240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

FIXED SPEED PANEL:
480 VOLT, 3 PHASE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

1P-3P VFD PANEL:
480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

3P VFD PANEL:
480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

GENERATOR

MANUFACTURER	MODEL	KW

MANUAL TRANSFER SWITCH

<input type="checkbox"/> JTD364SSMCQC	200 AMP
<input type="checkbox"/> JTD365SSMCQC	400 AMP

- PUMP STATION INFORMATION NOTES:**
- "SV" = STORAGE VOLUME PER DESIGN ENGINEER AND SHALL BE DESIGNED FOR 12 MINUTE CYCLE TIME. MINIMUM STORAGE DEPTH SHALL BE 24".
 - IF PUMP MANUFACTURER REQUIRES A GREATER SEPARATION, THAT SEPARATION SHALL BE USED WITH THE ADDITION OF FLANGED FILLERS OR SPOOL PIECES. THE DIFFERENT SEPARATION MUST BE APPROVED BY JEA PRIOR TO CONSTRUCTION AND SHALL BE PROVIDED AT NO ADDITIONAL COST TO JEA.
 - ALL PUMP MOTORS SHALL BE 3 PHASE.
 - AMPERE INTERRUPTING CAPACITY (AIC); CONTACT THE ELECTRICAL UTILITY COMPANY FOR THIS DATA IF AVAILABLE.

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL. BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - DUCTILE IRON ALL FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC.)
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 3/8" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AND OPEN END BOTTOM. SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A.S.T.M. C-478 STANDARD, ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - IF ODOR CONTROL WILL NOT BE INSTALLED UPON COMPLETION THEN CONDUITS AND PIPING SHALL BE STUBBED OUT FOR EACH. SEE STUB OUT DETAIL SHEET
 - FLOW METER SHALL BE ULTRASONIC OR MAG METER. ULTRASONIC FLOW METER REQUIRES A FLOW METER PANEL. MAG METER REQUIRES BY PASS PIPING. SEE ULTRASONIC/MAG METER DETAIL ON MISCELLANEOUS DETAILS SHEET.
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES/)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27" DEEP MAX.
 - MINIMUM FLOW RATE: 500 GPM EACH PUMP
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 50'x55'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'3" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -66DB RSSI. IF THE HEIGHT OF THE MINIMUM -66DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "R" ELEVATION. THE "R" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).
 - FLOW METER: ULTRASONIC FLOW METER OR MAG METER CONFIGURATION SHALL BE DESIGNED BY ENGINEER.

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8' TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

SITE SPECIFIC

NO.	BY	DATE	REVISIONS
4.			
3.			
2.			
1.			

DESIGNER: _____
 DRAWN BY: _____
 DATE: _____
 CHECKED BY: _____
 DATE: _____

DESIGN ENGINEER: _____
 FLORIDA REGISTRATION NO.: _____

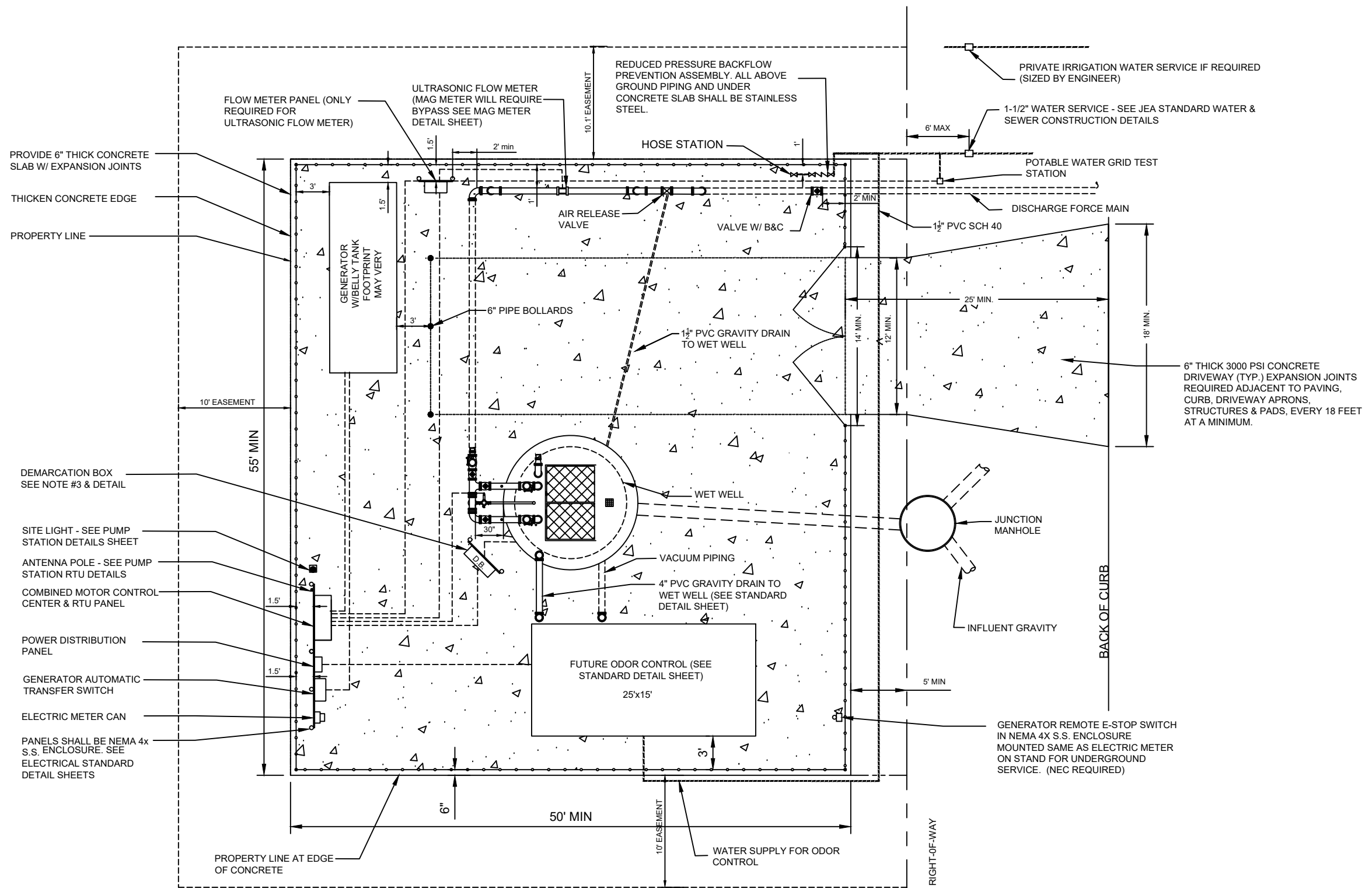
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JEA Building Community

JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION

PROJ. NO.	DATE:	SCALE:

NO. SHEETS	SHEET NO.	DRAWING NO.



SITE SPECIFIC

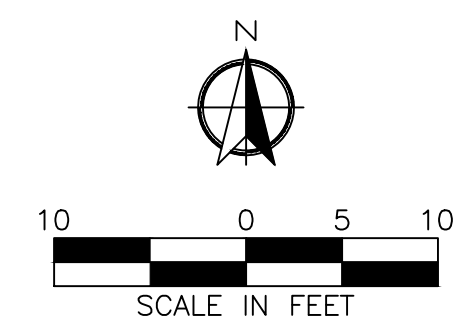
NO.	BY	DATE	REVISIONS
4.			
3.			
2.			
1.	LLOYD HENRY	9/25/2018	UPDATED ELECTRICAL PANEL

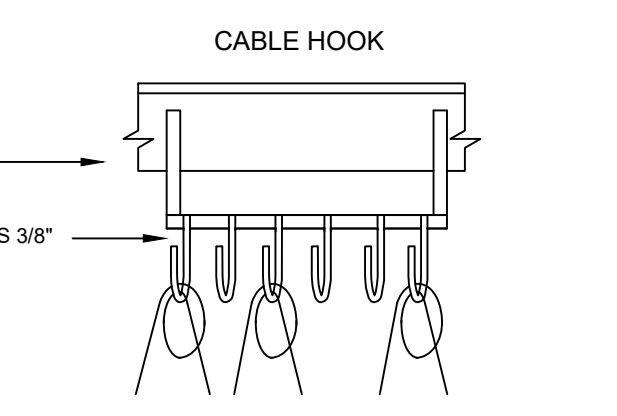
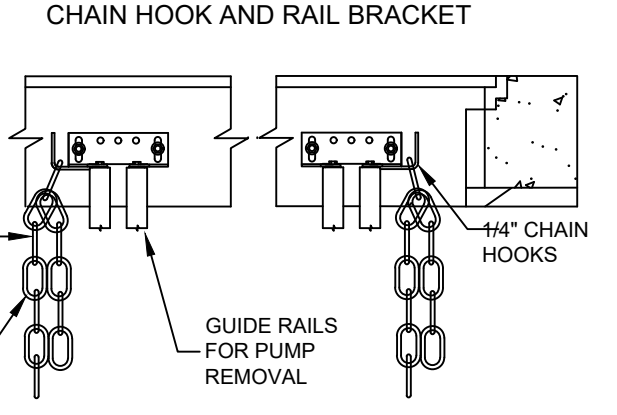
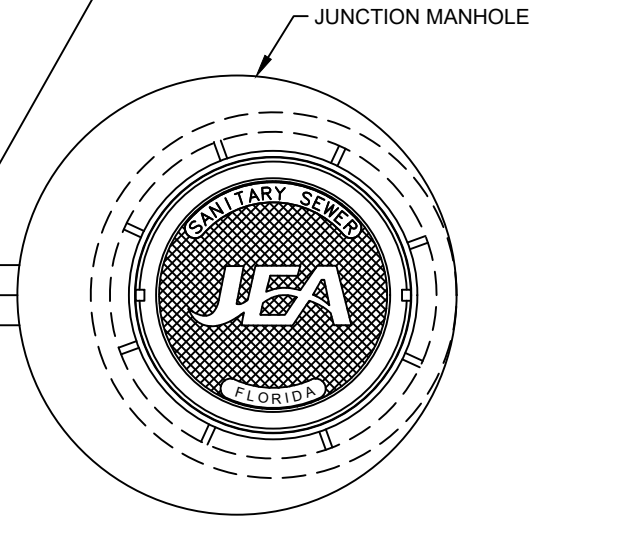
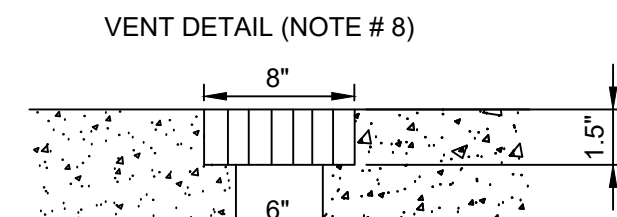
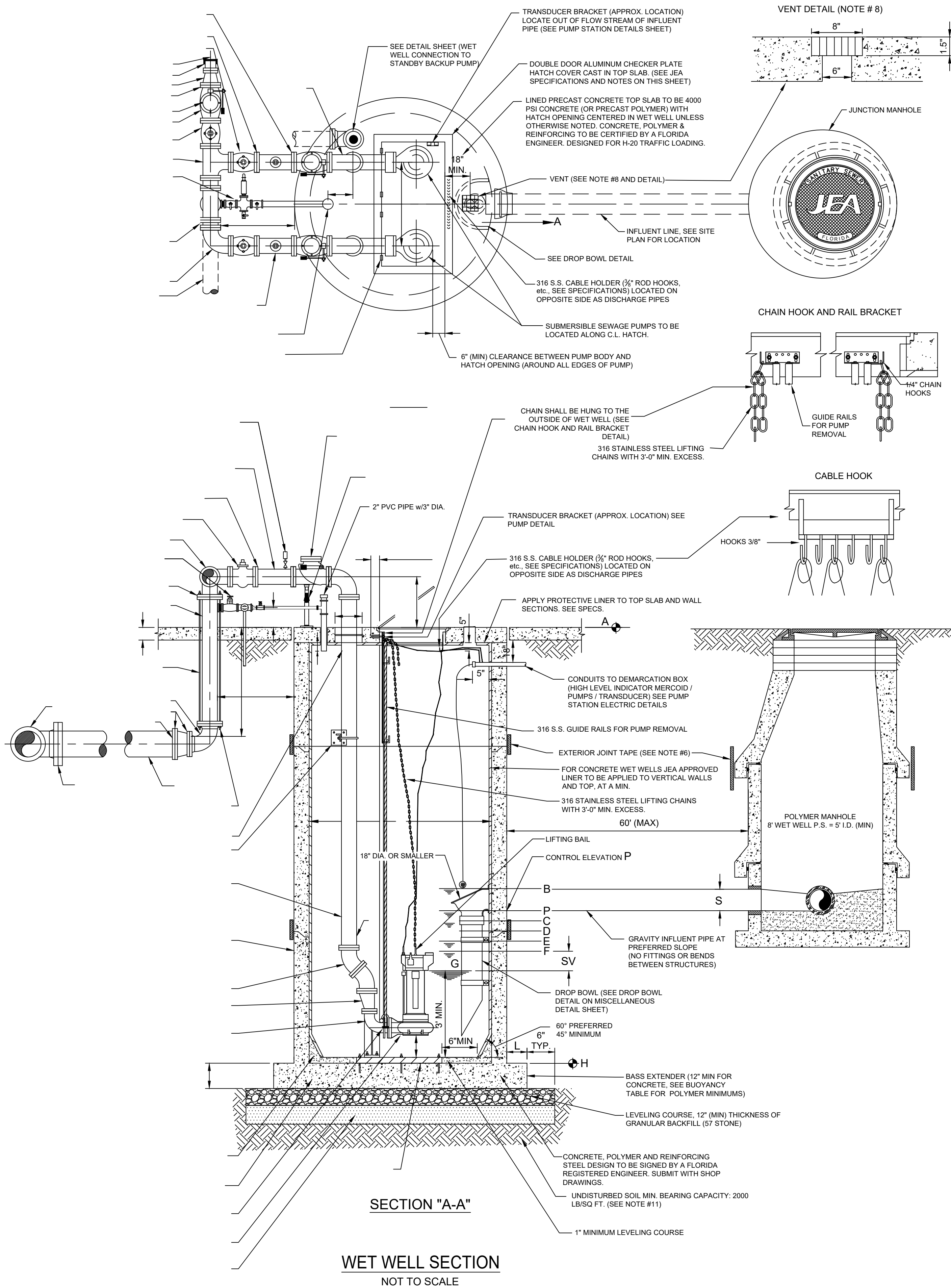
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DRAWN BY:	
DATE:	FLORIDA REGISTRATION NO.
CHECKED BY:	
DATE:	



JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE:
DRAWING NO.	SCALE: 1" = 10'





PUMP STATION INFORMATION SCHEDULE OF ELEVATIONS

PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION	BOTTOM ELEVATION	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P - 0.5'	---	P - 1.0'	P - 1.5'	F - SV	G - 3'	---	---	---	---	---	---	---	---	---	---	---

ALL PUMPS

PUMP MANUFACTURER	WILO/EMU	FLYGT	HYDRAMATIC	KSB
MODEL	---	---	---	---
IMPELLER	---	---	---	---
PUMP DISCHARGE	---	---	---	---
MOTOR (RPM)	---	---	---	---
HORSEPOWER (HP)	---	---	---	---
PHASE/VOLT/AMPS (NOTE #3)	---	---	---	---
AIC (SEE NOTE #4)	---	---	---	---
DESIGN POINT (GPM) @ TDH (FT)	---	---	---	---
RUNOUT POINT (GPM) @ TDH (FT)	---	---	---	---
EMERGENCY MAIN	---	---	---	---
NORMAL SERVICE MAIN	---	---	---	---
CB #1 TO PUMP NO. 1	---	---	---	---
CB #2 TO PUMP NO. 2	---	---	---	---
CONTROL PANEL MCB	---	---	---	---
STARTER (SIZE & TYPE)	---	---	---	---
ELECTRIC SERVICE (TYPE & SIZE)	---	---	---	---

POLYMER CONCRETE FLOATATION COLLARS

WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-15FT		DEPTH 16-20FT		DEPTH 21-30FT	
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)
8'-0"	3	35600	3	37600	2	46000	---	5200
10'-0"	5	57580	5	75000	5	78700	3	91100
12'-0"	8	82900	8	113200	8	134500	7	139000

DISCHARGE PIPE DATA (WITHIN WET WELL)

PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION	MIN PUMP/OUT SIZE	HATCH SIZE (MIN.)
(J)	(N)	(PS)	(PO)	
4"	10"	28"	4"	42"x48"
6"	12"	32"	6"	42"x60"
FREE STANDING PUMP OUT FOR PIPE SIZES GREATER THAN 6"				
8"	15"	36"	8"	---
10"	17"	44"	10"	---
12"	20"	48"	12"	---
14" & LARGER	---	---	14" & LARGER	---

CONCRETE WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

MCC PANEL

THE COMBINED MOTOR CONTROL AND RTV PANEL SHALL BE AS NOTED BELOW. CONTRACTOR SHALL SUBMIT APPLICABLE SHOP DRAWING PACKAGE SEE JEA.COM FOR DETAILS.

FIXED SPEED PANEL: 240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

FIXED SPEED PANEL: 480 VOLT, 3 PHASE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

1P-3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

MANUAL TRANSFER SWITCH

<input type="checkbox"/> JTD048SMCOC	300 AMP
<input type="checkbox"/> JTD068SMCOC	400 AMP

STANDBY BACKUP PUMP

MANUFACTURER	NPSHR
MODEL	ENGINE H.P.
FLOW GPM @ TDH	SUCTION PIPE SIZE
RPM	DISCHARGE PIPE SIZE

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - DUCTILE IRON ALL FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC).
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 1/2" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AND OPEN END BOTTOM). SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A.S.T.M. C-478 STANDARD. ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - IF ODOR CONTROL WILL NOT BE INSTALLED UPON COMPLETION THEN CONDUITS AND PIPING SHALL BE STUBBED OUT FOR EACH. SEE STUB OUT DETAIL SHEET
 - FLOW METER SHALL BE ULTRASONIC OR MAG METER. ULTRASONIC FLOW METER REQUIRES A FLOW METER PANEL. MAG METER REQUIRES BY PASS PIPING. SEE ULTRASONIC/MAG METER DETAIL ON MISCELLANEOUS DETAILS SHEET.
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27' DEEP MAX.
 - MINIMUM FLOW RATE: 500 GPM EACH PUMP
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 50'x55'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'-0" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -86DB RSSI. IF THE HEIGHT OF THE MINIMUM -86DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "P" ELEVATION. THE "P" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).
 - FLOW METER: ULTRASONIC FLOW METER OR MAG METER CONFIGURATION SHALL BE DESIGNED BY ENGINEER.

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8' TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

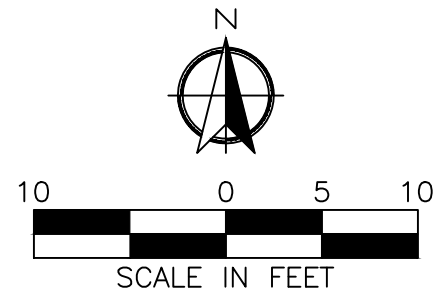
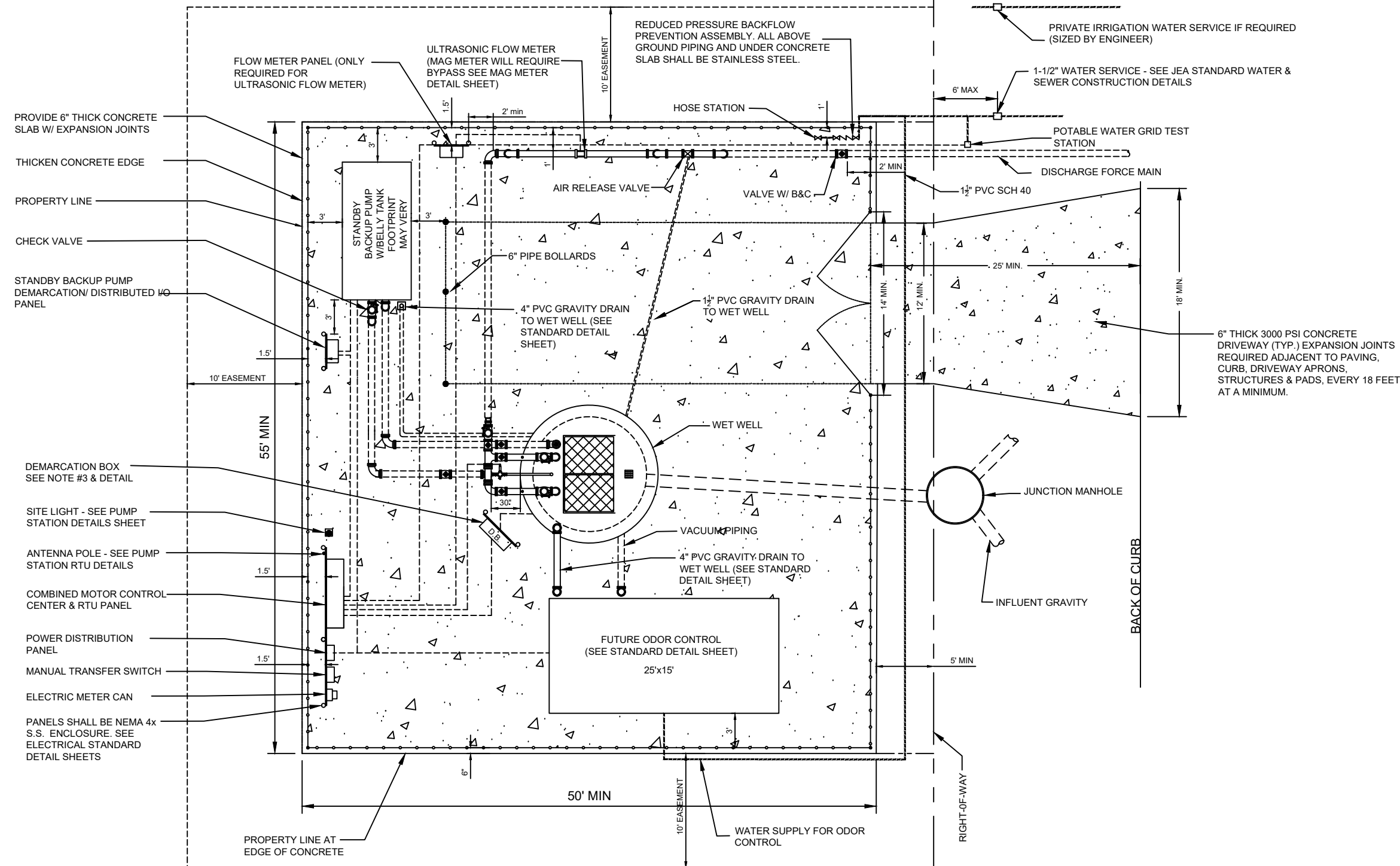
SITE SPECIFIC

NO. SHEETS	PROJ. NO.	DESIGNER	DATE	REVISIONS
SHEET NO.	DATE:	BY:	DATE:	4.
DRAWING NO.	SCALE:	CHECKED BY:	DATE:	3.
		DESIGN ENGINEER	DATE:	2.
		FLORIDA REGISTRATION NO.	DATE:	1.
		MANUAL TRANSFER SWITCH TABLE	DATE:	

JEA STANDARD CLASS TWO PUMP STATION WITH STANDBY BACKUP PUMP FOR PEAK FLOWS BETWEEN 441 TO 1000 GPM PLAN AND SECTION BY EXCEPTION ONLY



G:\Services\Share\AutoCAD\henric\Water_Standards\2021\1\PUMP STATION SITE SPECIFIC.dwg Current Layout Tab = CLASS TWO PUMP STATION WITH STANDBY BACKUP PUMP Wed Apr 21, 2021 - 13:28



SITE SPECIFIC

NO. SHEETS	PROJ. NO.	DESIGNER	DESIGN ENGINEER
SHEET NO.	DATE:	DRAWN BY:	FLORIDA REGISTRATION NO.
DRAWING NO.	SCALE: 1" = 10'	DATE:	DATE:
			REVISED BY:
			DATE:
			NO.
			BY
			DATE
			REVISIONS

JEA STANDARD CLASS TWO PUMP STATION WITH STANDBY BACKUP PUMP FOR PEAK FLOWS BETWEEN 441 TO 1000 GPM PLAN AND SECTION BY EXCEPTION ONLY



NO.	BY	DATE	REVISIONS
4.			
3.			
2.			
1.	LLOYD HENRY	02/20/18	UPDATED ELECTRICAL PANEL

The District - Phase 3
CRA PROJECT RFP
BID TABULATION SUMMARY

Description

B. CRA Project Improvements

1. Public Roadway (Prudential Drive Extension - West of Roundabout)	\$0
2. Riverwalk Extension	\$1,903,000
3. Boardwalk	\$1,960,000
4. Overland Trail	\$0
5. Parks	\$7,850,000
6. Public Roadways (Broadcast Place - includes roundabout)	\$0
7. Public Roadways (Riverside Drive)	\$0

PHASE 3 CRA PROJECT IMPROVEMENTS TOTAL

\$11,713,000

Name of Proposer: _____

Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Maintenance of Traffic	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Curb Demolition	_____	LF	_____	\$0
Removal of Existing Pavement / Sidewalk	_____	SY	_____	\$0
Import Fill Material	_____	CY	_____	\$0
Grading and Dressing	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway and Paving				
City Standard Curb	_____	LF	_____	\$0
Header Curb	_____	LF	_____	\$0
12" Stabilized Subgrade	_____	SY	_____	\$0
6" Roadway Base	_____	SY	_____	\$0
8" Roadway Base	_____	SY	_____	\$0
Concrete Sidewalk	_____	SY	_____	\$0
ADA Ramps	_____	EA	_____	\$0
Prime	_____	SY	_____	\$0
Asphalt 1.25"	_____	SY	_____	\$0
Asphalt 1.50"	_____	SY	_____	\$0
Street Light	_____	EA	_____	\$0
Relocate Existing Utilities Boxes/Controllers	_____	LS	_____	\$0
Single Post Sign, F&I Ground Mount, up to 12 SF	_____	AS	_____	\$0
Thermoplastic, Standard, White, Arrow	_____	EA	_____	\$0
Thermoplastic, Standard, White, Text	_____	EA	_____	\$0
Thermoplastic, Standard, White, Solid, 12"	_____	LF	_____	\$0
Thermoplastic, Standard, White, Solid, 24"	_____	LF	_____	\$0
Thermoplastic, Standard, Yellow, Solid, 6"	_____	GM	_____	\$0
Parking Lot Restriping	_____	LS	_____	\$0
Roadway Subtotal				\$0

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
E. Storm Drainage				
18" HP	_____	LF	_____	\$0
Standard Curb Inlet	_____	EA	_____	\$0
Type "J-1" Manhole	_____	EA	_____	\$0
Type "J-1-A" Manhole	_____	EA	_____	\$0
Debris Screen	_____	EA	_____	\$0
Stockpiling & Replacement of Soil Below Cap	_____	CY	_____	\$0
Dewatering	_____	LS	_____	\$0
Storm Drainage Subtotal				\$0
F. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
G. Hardscape				
Pedestrian Pavers		EA		\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0
Monolithic Cube	_____	EA	_____	\$0
Wayfinding Signage	_____	EA	_____	\$0
Directional Signage	_____	EA	_____	\$0
Power Receptacle GFI	_____	EA	_____	\$0
Landscape Uplight	_____	EA	_____	\$0
Overland Trail Pedestrian Light Pole	_____	EA	_____	\$0
Pedestrian Light Pole	_____	EA	_____	\$0
Hardscape Subtotal				\$0

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
H. Landscaping				
<u>Trees</u>				
East Palatka Holly (Ilex x attenuata 'East Palatka')	_____	EA	_____	\$0
Shumard Oak (Quercus shumardii)	_____	EA	_____	\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')	_____	EA	_____	\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	_____	EA	_____	\$0
Bosque Elm (Ulmus parvifolia 'Bosque')	_____	EA	_____	\$0
<u>Palm Trees</u>				
Sylvester Palm (Phoenix sylvestris)	_____	EA	_____	\$0
Cabbage Palm (Sabal palmetto)	_____	EA	_____	\$0
<u>Understory Trees</u>				
Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	_____	EA	_____	\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')	_____	EA	_____	\$0
<u>Shrubs</u>				
Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	_____	EA	_____	\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')	_____	EA	_____	\$0
<u>Ground Cover</u>				
Elaine Agapanthus (Agapanthus X 'Elaine')	_____	EA	_____	\$0
Cast Iron Plant (Aspidistra elatior)	_____	EA	_____	\$0
Dwarf Bottlebrush (Callistemon viminalis 'Little John')	_____	EA	_____	\$0
Variegated Flax Lily (Dianella tasmanica 'Variegata')	_____	EA	_____	\$0
Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	_____	EA	_____	\$0
Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	_____	EA	_____	\$0
Texas Sage (Leucophyllum frutescens)	_____	EA	_____	\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum 'Purple Pixie')	_____	EA	_____	\$0
Firepower Heavenly Bamboo (Nandina domestica 'Firepower')	_____	EA	_____	\$0
Hameln Fountain Grass (Pennisetum alopecuroides 'Hameln')	_____	EA	_____	\$0
White Drift Groundcover Rose (Rosa x 'Meizorland' TM)	_____	EA	_____	\$0
Knock Out Shrub Rose (Rosa x 'Radrizz' TM)	_____	EA	_____	\$0
Asian Jasmine (Trachelospermum asiaticum)	_____	EA	_____	\$0
Society Garlic (Tulbaghia violacea)	_____	EA	_____	\$0
Walter's Viburnum (Viburnum obovatum 'Grande Select')	_____	EA	_____	\$0
Mrs. Schillers Delight Walter's Viburnum (Viburnum obovatum 'Mrs. Schillers Delight')	_____	EA	_____	\$0
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)	_____	EA	_____	\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum 'Floritam')	_____	SY	_____	\$0

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
<i>Additional</i>				
Raised Planters	_____	SY	_____	\$0
Mulch 3"	_____	CY	_____	\$0
Landscape Bed Prep (includes 6" of topsoil)	_____	CY	_____	\$0
Landscaping Subtotal				\$0
TOTAL CRA PRUDENTIAL DRIVE EXTENSION - WEST OF ROUNDABOUT				\$0

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The District - Phase 3
CRA RIVERWALK EXTENSION
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. Riverwalk				
All Proposers shall include a \$1,803,000 allowance for the Riverwalk horizontal construction	1	LS	\$1,803,000	\$1,803,000
Riverwalk Subtotal				\$1,803,000
B. Riverwalk Signage				
All Proposers shall include a \$100,000 allowance for Riverwalk Signage	1	LS	\$100,000	\$100,000
Riverwalk Signage Subtotal				\$100,000
TOTAL - CRA RIVERWALK EXTENSION				\$1,903,000

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The District - Phase 3
CRA BOARDWALK
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. Boardwalk				
All Proposers shall include a \$1,810,000 allowance for the Marshfront Boardwalk	1	LS	\$1,810,000.00	\$1,810,000
Boardwalk Subtotal				\$1,810,000
B. Site Furnishings and Landscape				
All Proposers shall include a \$150,000 allowance for Site Furnishings and Landscape associated with the Marshfront Boardwalk	1	LS	\$150,000.00	\$150,000
Site Furnishings and Landscape Subtotal				\$150,000
TOTAL - CRA BOARDWALK				\$1,960,000

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The District - Phase 3
 CRA OVERLAND TRAIL
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Environmental Conditions	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Import Fill Material	_____	CY	_____	\$0
Grading and Dressing	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway				
12" Stabilized Subgrade	_____	SY	_____	\$0
4" Roadway Base	_____	SY	_____	\$0
Asphalt 1.50"	_____	SY	_____	\$0
Roadway Subtotal				\$0
E. Sanitary Sewer				
Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.				
F. Hardscape				
Pedestrian Pavers	_____	EA	_____	\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0

The District - Phase 3
 CRA OVERLAND TRAIL
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
Monolithic Cube		EA		\$0
Wayfinding Signage		EA		\$0
Directional Signage		EA		\$0
Power Receptacle GFI		EA		\$0
Landscape Uplight		EA		\$0
Overland Trail Pedestrian Light Pole		EA		\$0
Pedestrian Light Pole		EA		\$0
Hardscape Subtotal				\$0

G. Landscape

Trees

East Palatka Holly (Ilex x attenuata 'East Palatka')		EA		\$0
Shumard Oak (Quercus shumardii)		EA		\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')		EA		\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')		EA		\$0
Bosque Elm (Ulmus parvifolia 'Bosque')		EA		\$0

Palm Trees

Sylvester Palm (Phoenix sylvestris)		EA		\$0
Cabbage Palm (Sabal palmetto)		EA		\$0

Understory Trees

Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')		EA		\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')		EA		\$0

Shrubs

Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')		EA		\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')		EA		\$0

Ground Cover

Elaine Agapanthus (Agapanthus X 'Elaine')		EA		\$0
Cast Iron Plant (Aspidistra elatior)		EA		\$0
Dwarf Bottlebrush (Callistemon viminalis `Little John`)		EA		\$0
Variiegated Flax Lily (Dianella tasmanica `Variiegata`)		EA		\$0
Blue Daze Morning Glory (Evolvulus glomeratus `Blue Daze`)		EA		\$0
Blue Pacific Juniper (Juniperus conferta `Blue Pacific`)		EA		\$0
Texas Sage (Leucophyllum frutescens)		EA		\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum `Purple Pixie`)		EA		\$0
Firepower Heavenly Bamboo (Nandina domestica `Firepower`)		EA		\$0
Hameln Fountain Grass (Pennisetum alopecuroides `Hameln`)		EA		\$0
White Drift Groundcover Rose (Rosa x `Meizorland` TM)		EA		\$0
Knock Out Shrub Rose (Rosa x `Radrazz` TM)		EA		\$0
Asian Jasmine (Trachelospermum asiaticum)		EA		\$0
Society Garlic (Tulbaghia violacea)		EA		\$0
Walter`s Viburnum (Viburnum obovatum `Grande Select`)		EA		\$0
Mrs. Schillers Delight Walter`s Viburnum (Viburnum obovatum `Mrs. Schillers Delight`)		EA		\$0

The District - Phase 3
CRA OVERLAND TRAIL
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)		EA		\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum `Floritam`)		SY		\$0
<u>Additional</u>				
Raised Planters		SY		\$0
Mulch 3"		CY		\$0
Landscape Bed Prep (includes 6" of topsoil)		CY		\$0
Landscape Subtotal				\$0
H. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
Description	Quantity	Units	Unit Cost	Contract Amount
TOTAL - CRA OVERLAND TRAIL				\$0

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The District - Phase 3
CRA PARKS
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. Parks - Horizontal Improvements				
All Proposers shall include a \$3,00,000 allowance for the Horizontal Improvements associated with the four parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks)	1	LS	\$3,000,000.00	\$3,000,000
Parks - Horizontal Improvements Subtotal				\$3,000,000
B. Restroom Facility				
All Proposers shall include a \$1,000,000 allowance for the Restroom Facility planned to be located in the Central Riverfront park)	1	LS	\$1,000,000.00	\$1,000,000
Restroom Facility Subtotal				\$1,000,000
C. Maintenance Building				
All Proposers shall include a \$250,000 allowance for the Restroom and Maintenance Facility planned to be located in the Central Riverfront park)	1	LS	\$250,000.00	\$250,000
Maintenance Building Subtotal				\$250,000
D. Playground and Exercise Equipment				
All Proposers shall include a \$1,000,000 allowance for playground and exercise equipment to be furnished and installed within the parks	1	LS	\$1,000,000.00	\$1,000,000
Playground and Exercise Equipment Subtotal				\$1,000,000
E. Interactive Kiosks				
All Proposers shall include a \$500,000 allowance to furnish and install up to eight interactive kiosks within the parks	1	LS	\$500,000.00	\$500,000
Interactive Kiosks Subtotal				\$500,000
F. Central Riverfront Park Art				
All Proposers shall include a \$2,000,000 allowance for THEVERYMANY to design, fabricate and install the signature public art piece in the Central Riverfront park	1	LS	\$2,000,000.00	\$2,000,000
Central Riverfront Park Art				\$2,000,000
G. Park Signage				
All Proposers shall include a \$100,000 allowance for Park Signage	1	LS	\$100,000.00	\$100,000
Potable Water Distribution System Subtotal				\$100,000
TOTAL - CRA PARKS				\$7,850,000

The District - Phase 3
CRA PARKS
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
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Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Maintenance of Traffic	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	_____	CY	_____	\$0
Import Fill Material	_____	CY	_____	\$0
Dewatering	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway				
6" Raised Header Curb	_____	LF	_____	\$0
18" Curb and Gutter	_____	LF	_____	\$0
24" Valley Gutter	_____	LF	_____	\$0
12" Stabilized Subgrade	_____	SY	_____	\$0
8" Roadway Base	_____	SY	_____	\$0
ADA Ramps	_____	EA	_____	\$0
Prime	_____	SY	_____	\$0
Asphalt 2"	_____	SY	_____	\$0
Single Post Sign, F&I Ground Mount, up to 12 SF	_____	AS	_____	\$0
Standard, White, Solid, 6"	_____	GM	_____	\$0
Standard, 12" White, 2'-2' dotted	_____	GM	_____	\$0
Standard, 18" White, 2'-2' dotted	_____	LF	_____	\$0
Standard, White, Solid, 12"	_____	LF	_____	\$0
Standard, White, Solid, 24"	_____	LF	_____	\$0
Standard, White, Arrow	_____	EA	_____	\$0
Standard, White, Arrow (Bike)	_____	EA	_____	\$0
Standard, Yellow Chevron, 18"	_____	LF	_____	\$0
Standard, Yellow, Solid, 6"	_____	GM	_____	\$0
Delineator	_____	EA	_____	\$0
18" x 27" White Triangle Yield Line	_____	EA	_____	\$0
Multi-Use Path, Yellow, Skip	_____	LF	_____	\$0
Multi-Use Path, White Triangle, Yield Line	_____	EA	_____	\$0
Roadway Subtotal				\$0

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
E. Sanitary Sewer				
Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.				
F. Storm Drainage				
15" HP Pipe	_____	LF	_____	\$0
18" HP Pipe	_____	LF	_____	\$0
24" HP Pipe	_____	LF	_____	\$0
36" HP Pipe	_____	LF	_____	\$0
48" HP Pipe	_____	LF	_____	\$0
Valley Gutter Type "V" Inlet	_____	EA	_____	\$0
Type "J-1" Manhole	_____	EA	_____	\$0
Type "J-1-C" Manhole	_____	EA	_____	\$0
Type "C" Inlet	_____	EA	_____	\$0
Standard Curb Inlet	_____	EA	_____	\$0
Storm Stub Out	_____	EA	_____	\$0
Storm Drainage Subtotal				\$0
G. Potable Water Distribution System				
Assume that Potable Water Distribution Items for CRA Improvements are considered in the CDD Potable Water Category.				
H. Hardscape				
Pedestrian Pavers	_____	EA	_____	\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0
Monolithic Cube	_____	EA	_____	\$0
Wayfinding Signage	_____	EA	_____	\$0
Directional Signage	_____	EA	_____	\$0
Power Receptacle GFI	_____	EA	_____	\$0
Landscape Uplight	_____	EA	_____	\$0
Overland Trail Pedestrian Light Pole	_____	EA	_____	\$0
Pedestrian Light Pole	_____	EA	_____	\$0
Hardscape Subtotal				\$0

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
I. Landscape				
<u>Trees</u>				
East Palatka Holly (Ilex x attenuata 'East Palatka')	_____	EA	_____	\$0
Shumard Oak (Quercus shumardii)	_____	EA	_____	\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')	_____	EA	_____	\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	_____	EA	_____	\$0
Bosque Elm (Ulmus parvifolia 'Bosque')	_____	EA	_____	\$0
<u>Palm Trees</u>				
Sylvester Palm (Phoenix sylvestris)	_____	EA	_____	\$0
Cabbage Palm (Sabal palmetto)	_____	EA	_____	\$0
<u>Understory Trees</u>				
Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	_____	EA	_____	\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')	_____	EA	_____	\$0
<u>Shrubs</u>				
Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	_____	EA	_____	\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')	_____	EA	_____	\$0
<u>Ground Cover</u>				
Elaine Agapanthus (Agapanthus X 'Elaine')	_____	EA	_____	\$0
Cast Iron Plant (Aspidistra elatior)	_____	EA	_____	\$0
Dwarf Bottlebrush (Callistemon viminalis `Little John`)	_____	EA	_____	\$0
Variiegated Flax Lily (Dianella tasmanica `Variiegata`)	_____	EA	_____	\$0
Blue Daze Morning Glory (Evolvulus glomeratus `Blue Daze`)	_____	EA	_____	\$0
Blue Pacific Juniper (Juniperus conferta `Blue Pacific`)	_____	EA	_____	\$0
Texas Sage (Leucophyllum frutescens)	_____	EA	_____	\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum `Purple Pixie`)	_____	EA	_____	\$0
Firepower Heavenly Bamboo (Nandina domestica `Firepower`)	_____	EA	_____	\$0
Hameln Fountain Grass (Pennisetum alopecuroides `Hameln`)	_____	EA	_____	\$0
White Drift Groundcover Rose (Rosa x `Meizorland` TM)	_____	EA	_____	\$0
Knock Out Shrub Rose (Rosa x `Radrazz` TM)	_____	EA	_____	\$0
Asian Jasmine (Trachelospermum asiaticum)	_____	EA	_____	\$0
Society Garlic (Tulbaghia violacea)	_____	EA	_____	\$0
Walter`s Viburnum (Viburnum obovatum `Grande Select`)	_____	EA	_____	\$0
Mrs. Schillers Delight Walter`s Viburnum (Viburnum obovatum `Mrs. Schillers Delight`)	_____	EA	_____	\$0
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)	_____	EA	_____	\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum `Floritam`)	_____	SY	_____	\$0
<u>Additional</u>				
Raised Planters	_____	SY	_____	\$0
Mulch 3"	_____	CY	_____	\$0
Landscape Bed Prep (includes 6" of topsoil)	_____	CY	_____	\$0
Landscape Subtotal				\$0

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
J. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
TOTAL - CRA BROADCAST PLACE - INCLUDING ROUNDABOUT				\$0

Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The District - Phase 3
CRA RIVERSIDE DRIVE
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Maintenance of Traffic	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	_____	CY	_____	\$0
Import Fill Material	_____	CY	_____	\$0
Dewatering	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway				
6" Raised Header Curb	_____	LF	_____	\$0
18" Curb and Gutter	_____	LF	_____	\$0
24" Valley Gutter	_____	LF	_____	\$0
12" Stabilized Subgrade	_____	SY	_____	\$0
8" Roadway Base	_____	SY	_____	\$0
ADA Ramps	_____	EA	_____	\$0
Prime	_____	SY	_____	\$0
Asphalt 2"	_____	SY	_____	\$0
Single Post Sign, F&I Ground Mount, up to 12 SF	_____	AS	_____	\$0
Standard, White, Solid, 6"	_____	GM	_____	\$0
Standard, White, Solid, 12"	_____	LF	_____	\$0
Standard, White, Solid, 24"	_____	LF	_____	\$0
Standard, White, Arrow	_____	EA	_____	\$0
Standard, Yellow, Solid, 6"	_____	GM	_____	\$0
Standard, Blue, Symbol	_____	LF	_____	\$0
Standard, Blue, Solid, 6"	_____	LF	_____	\$0
Multi-Use Path, Yellow, Skip	_____	LF	_____	\$0
Roadway Subtotal				\$0

E. Sanitary Sewer

Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.

The District - Phase 3
 CRA RIVERSIDE DRIVE
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
F. Storm Drainage				
15" HP Pipe	_____	LF	_____	\$0
18" HP Pipe	_____	LF	_____	\$0
36" HP Pipe	_____	LF	_____	\$0
Valley Gutter Type "V" Inlet	_____	EA	_____	\$0
Type "J-1" Manhole	_____	EA	_____	\$0
Type "J-1-C" Manhole	_____	EA	_____	\$0
Type "C" Inlet	_____	EA	_____	\$0
Standard Curb Inlet	_____	EA	_____	\$0
Storm Drainage Subtotal				\$0

G. Potable Water Distribution System

Assume that Potable Water Distribution Items for CRA Improvements are considered in the CDD Potable Water Category.

H. Hardscape

Pedestrian Pavers	_____	EA	_____	\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0
Monolithic Cube	_____	EA	_____	\$0
Wayfinding Signage	_____	EA	_____	\$0
Directional Signage	_____	EA	_____	\$0
Power Receptacle GFI	_____	EA	_____	\$0
Landscape Uplight	_____	EA	_____	\$0
Overland Trail Pedestrian Light Pole	_____	EA	_____	\$0
Pedestrian Light Pole	_____	EA	_____	\$0
Hardscape Subtotal				\$0

The District - Phase 3
 CRA RIVERSIDE DRIVE
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
I. Landscape				
<u>Trees</u>				
East Palatka Holly (Ilex x attenuata 'East Palatka')		EA		\$0
Shumard Oak (Quercus shumardii)		EA		\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')		EA		\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')		EA		\$0
Bosque Elm (Ulmus parvifolia 'Bosque')		EA		\$0
<u>Palm Trees</u>				
Sylvester Palm (Phoenix sylvestris)		EA		\$0
Cabbage Palm (Sabal palmetto)		EA		\$0
<u>Understory Trees</u>				
Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')		EA		\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')		EA		\$0
<u>Shrubs</u>				
Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')		EA		\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')		EA		\$0
<u>Ground Cover</u>				
Elaine Agapanthus (Agapanthus X 'Elaine')		EA		\$0
Cast Iron Plant (Aspidistra elatior)		EA		\$0
Dwarf Bottlebrush (Callistemon viminalis 'Little John')		EA		\$0
Variiegated Flax Lily (Dianella tasmanica 'Variiegata')		EA		\$0
Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')		EA		\$0
Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')		EA		\$0
Texas Sage (Leucophyllum frutescens)		EA		\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum 'Purple Pixie')		EA		\$0
Firepower Heavenly Bamboo (Nandina domestica 'Firepower')		EA		\$0
Hameln Fountain Grass (Pennisetum alopecuroides 'Hameln')		EA		\$0
White Drift Groundcover Rose (Rosa x 'Meizorland' TM)		EA		\$0
Knock Out Shrub Rose (Rosa x 'Radrazz' TM)		EA		\$0
Asian Jasmine (Trachelospermum asiaticum)		EA		\$0
Society Garlic (Tulbaghia violacea)		EA		\$0
Walter's Viburnum (Viburnum obovatum 'Grande Select')		EA		\$0
Mrs. Schillers Delight Walter's Viburnum (Viburnum obovatum 'Mrs. Schillers Delight')		EA		\$0
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)		EA		\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum 'Floritam')		SY		\$0
<u>Additional</u>				
Raised Planters		SY		\$0
Mulch 3"		CY		\$0
Landscape Bed Prep (includes 6" of topsoil)		CY		\$0
Landscape Subtotal				\$0

The District - Phase 3
CRA RIVERSIDE DRIVE
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
J. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
			TOTAL - CRA RIVERSIDE	\$0

Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

**Addendum No. 3 to
The District Community Development District
Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and other Infrastructure)**

TO: All Prospective Proposers

FROM: Kimley-Horn and Associates, Inc., District Engineer

CC: Patricia Thibault, District Manager
Sarah Sandy, District Counsel

DATE: **August 2, 2021**

This Addendum to The District Community Development District (“District”) Request for Proposals for Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and other Infrastructure) (“RFP”): (1) extends the submission date for proposals submitted in response to the RFP; (2) extends the deadline for submission of questions and revises District Counsel’s e-mail address; (3) changes the date of the special meeting of the District to open and announce the bids; and (4) advises of the District’s Board of Supervisors (“Board”) meeting anticipated to evaluate proposals received in response to the RFP. All Proposers shall acknowledge receipt of this Addendum in their submitted proposals.

1. **The due date for proposals submitted in response to the RFP has been extended to no later than 11:00 a.m., Monday, August 16, 2021.**
2. **The deadline for the submission of questions has been extended to 11:00 a.m., Monday, August 9, 2021.** Any and all questions relative to the project, Project Manual, RFP, Addendum No. 1 and/or this Addendum are now due no later than **11:00 a.m., on Monday, August 9, 2021**, and should be directed to DistrictPhase3RFP@kimley-horn.com with a copy to District Manager Patricia Comings-Thibault at pthibault@dpfgmc.com and District Counsel Sarah Sandy and Brooke Lewis at sarahs@hgslaw.com and brookel@hgslaw.com.
3. **The District’s public meeting to open and announce bids has been changed to 2:00 p.m., Monday, August 16, 2021.** The proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline, now August 16, 2021, at the District’s Engineer’s Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District’s Board of Supervisors (“Board”) will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com.
4. It is essential to District operations to evaluate the proposals received in response to the RFP at a regular or special meeting of the Board (hereinafter, the “Meeting”) to be held on **Thursday, August 19, 2021, at 11:00 a.m.** at 602 Shetter Avenue, Jacksonville Beach, Florida 32250. Anyone wishing to access and participate in the Meeting should refer to the District’s website <https://www.thedistrictcdd.org/> or contact the District Manager Patricia Thibault by phone at 321-263-0132 or by e-mail at pthibault@dpfgmc.com to confirm the date, time, location and/or obtain access information.

This Addendum is available from the District Engineer and is being electronically distributed to all proposers who have received the Project Manual to date.

ANY PROPOSER WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, PATRICIA C. THIBAUT AT DPGF MANAGEMENT & CONSULTING, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, IN WRITING WITHIN SEVENTY-TWO (72) HOURS (INCLUSIVE OF NIGHTS AND WEEKENDS) AFTER RECEIPT OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

End of Addendum No. 3

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

**Addendum No. 3 to
The District Community Development District
Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)**

TO: All Prospective Proposers

FROM: Kimley-Horn and Associates, Inc., District Engineer

CC: Patricia Thibault, District Manager
Sarah Sandy, District Counsel

DATE: **August 2, 2021**

This Addendum to The District Community Development District (“District”) Request for Proposals for Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) (“RFP”): (1) extends the submission date for proposals submitted in response to the RFP; (2) extends the deadline for submission of questions and revises District Counsel’s e-mail address; (3) changes the date of the special meeting of the District to open and announce the bids; and (4) advises of the District’s Board of Supervisors (“Board”) meeting anticipated to evaluate proposals received in response to the RFP. All Proposers shall acknowledge receipt of this Addendum in their submitted proposals.

1. **The due date for proposals submitted in response to the RFP has been extended to no later than 11:00 a.m., Monday, August 16, 2021.**
2. **The deadline for the submission of questions has been extended to 11:00 a.m., Monday, August 9, 2021.** Any and all questions relative to the project, Project Manual, RFP, Addendum No. 1 and/or this Addendum are now due no later than **11:00 a.m., on Monday, August 9, 2021**, and should be directed to DistrictPhase3RFP@kimley-horn.com with a copy to District Manager Patricia Comings-Thibault at pthibault@dpfgmc.com and District Counsel Sarah Sandy and Brooke Lewis at sarahs@hgslaw.com and brookel@hgslaw.com.
3. **The District’s public meeting to open and announce bids has been changed to 2:00 p.m., Monday, August 16, 2021.** The proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline, now August 16, 2021, at the District’s Engineer’s Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District’s Board of Supervisors (“Board”) will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com.
4. It is essential to District operations to evaluate the proposals received in response to the RFP at a regular or special meeting of the Board (hereinafter, the “Meeting”) to be held on **Thursday, August 19, 2021 at 11:00 a.m.** at 602 Shetter Avenue, Jacksonville Beach, Florida 32250. Anyone wishing to access and participate in the Meeting should refer to the District’s website <https://www.thedistrictcdd.org/> or contact the District Manager Patricia Thibault by phone at 321-263-0132 or by e-mail at pthibault@dpfgmc.com to confirm the date, time, location and/or obtain access information.

This Addendum is available from the District Engineer and is being electronically distributed to all proposers who have received the Project Manual to date.

ANY PROPOSER WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, PATRICIA C. THIBAUT AT DPGF MANAGEMENT & CONSULTING, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, IN WRITING WITHIN SEVENTY-TWO (72) HOURS (INCLUSIVE OF NIGHTS AND WEEKENDS) AFTER RECEIPT OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

End of Addendum No. 3

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 4 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: August 4, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Responses to written questions received on or before August 3, 2021, 5:00 p.m., for the Phase 3 CDD and CRA Projects.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPGF Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

This technical document covers The District – Phase 3 Proposer questions received on or before August 3rd, 2021.

1. Please specify type, color, and finish of H-113 concrete.

H-113, Vehicular Concrete Sidewalk, shall be standard, white cement, salt rock finish with 4'x4' control joints.

2. H-104 and H-107 are referenced in detail 4/H-350 as Scofield integral color 'Dark Granite'. Detail 1/H-351 shows concrete color as Scofield solachrome integral color 'Cayman Dream White Cement'. Please confirm color for Bike Lanes.

The color for the bike lanes shall be Scofield Solachrome integral color 'Cayman Dream White Cement'

3. Please reference Landscape Planter Edge Detail on sheet C-451 for the monolithic extension of slab 24"x12". Please confirm that 24" total depth thickened edge at landscape edge is to be used for 4.5" depth, 6" depth, and 12" depth concretes.

Yes. This detail is expected to be used for all sidewalk depths and modified as needed to accommodate pavers where applicable.

4. Please confirm ¾" diameter dowel bars to be epoxy coated.

Dowel bars shall be hot dipped, galvanized smooth bars with one side lubricated. Epoxy coat not needed.

5. Expansion joint layout is not clear on sheets H-301 thru H-315. Please consider adding solid circle to lines for Expansion Joint (typical) to layout.

Expansion joints shall be placed between each material change (i.e. between salt rock finish slabs and integrated color slabs), and in areas where a slab of concrete is longer than 30' in all directions.

6. Concrete typical jointing plan detail on C-451 shows 15'x15' minimum spacing for sawcut joints. Hardscape plans sheets show 4'x4' spacing for sawcuts for H-102 and some of H-113 and H-103. Please verify maximum joint spacing for construction and contraction joints for concrete paving and pavers if not shown in plan view.

The landscape architect has laid out the preferred location of control joints throughout the plans. Contractor to verify with landscape architect in field before final installation. All sawcut control joints shall be 4'x4'. See Control Joint Notes on H-301 through H-315 for clarification. Expansion joints shall be placed between each material change (i.e. between salt rock finish slabs and integrated color slabs), and in areas where a slab of concrete is longer than 30' in all directions. The typical jointing plan detail on sheet C-451 will be revised to read 15'x15' maximum spacing for sawcut joints.

7. Please specify chair spacing for wired welded fabric.

Chair spacing should be provided so there is no sag in the welded wire during concrete installation. The welded wire shall be located mid-depth of the slabs. Chair spacing shall be provided as per the requirements of ACI 301-16.

8. Please provide detail for proposed ½" isolation joint to dissimilar paving materials for concrete as shown on C-451, Concrete typical jointing plan detail.

Expansion joints shall be placed between each material change (i.e. between salt rock finish slabs and integrated color slabs), and in areas where a slab of concrete is longer than 30' in all directions.

9. H-106 pavers are not specified. Please manufacturer, size, color, and pattern for the specialty pavers.

Bidders to use the same unit cost for specialty pavers as they will use for the unit cost for the H-101 pedestrian pavers.

10. Please specify the type, color, and finish for the concrete ADA Ramps.

Concrete ADA ramps shall be H-102 Concrete Sidewalk - Type 1. Detectable warnings shall be assumed to be safety yellow, surface-applied mats meeting FDOT specifications.

11. Please provide cross sectional detail for pedestrian Pavers adjacent ADA Ramps.

Both the Pedestrian Paver Section and the Pedestrian Concrete Section (for the ADA ramp) shall have 8"x12" monolithic extensions of the slabs similar to

as shown in the Concrete Accent Band Detail.

12. Please provide cross sectional detail for pedestrian Pavers adjacent to 4.5 and 6"-depth concrete.

When adjacent to the Pedestrian Paver Section, the Pedestrian Concrete Section and Vehicular Concrete Section shall have 8"x12" monolithic extensions of the slabs similar to as shown in the Concrete Accent Band Detail.

13. Please identify areas designated as raised planters per the bid form.

No raised planters specified on plans to date.

14. Please verify the irrigation system is to be potable.

Yes, the irrigation system is to use potable water.

15. Please provide edge detail for hardscape (concrete and pavers) at R/W.

For concrete and paver sections up against the right of way line, 8"x16" monolithic extensions of the slabs shall be provided similar to as shown in the Concrete Bike Lane Section Detail (right side of detail).

16. Please provide edge detail for pedestrian pavers at landscape.

Pedestrian pavers will be mortared per the Pedestrian Paver Section detail on C-451.

17. Please provide edge detail for pavers at ADA ramp concrete.

Both the Pedestrian Paver Section and the Pedestrian Concrete Section (for the ADA ramp) shall have 8"x12" monolithic extensions of the slabs similar to as shown in the Concrete Accent Band Detail.

18. Please provide edge detail for 6" depth concrete (H-113) at R/W and driveway apron.

Please assume 16"-depth monolithic curb 8"-wide similar to the Concrete Bike Lane Section Detail on C-451.

19. Please provide edge detail at H-114 at Asphalt Edge. If band is required,

please provide color, depth, and finish of concrete band.

Please assume 12x16" 4000 psi concrete band with rebar reinforcement at all interfaces between vehicular pavers and asphalt areas. Broom finish, no color at this time.

20. Please verify depth of H-103 concrete throughout site. H-103 at roundabout and vehicular sections is 12" depth per C451. Please verify all H-103 is 12" depth.

H-103 shown in the drop-off area on sheet H-307 shall follow the depth in detail "Vehicular Concrete Section" on sheet C451. H-103 in pedestrian setting shall follow the depth in detail "Pedestrian Concrete Section" on sheet C-451.

21. Please provide locations of 12" depth bands shown on 3/H-350 and C451, Concrete Accent Band.

Refer to material H-103 Type Concrete Sidewalk - Type 2 Bands on pages H-300 through H-315 for width and refer to Civil and Hardscape details for further specifications.

22. Please provide edge detail for vehicular concrete and vehicular pavers at asphalt.

Please assume 12x16" 4000 psi concrete band with rebar reinforcement at all interfaces between vehicular pavers and asphalt areas. Broom finish, no color at this time.

23. Please provide color, depth, and finish for ADA concrete.

We assume this is referencing the sidewalk curb ramps. Concrete ADA ramps shall be H-102 Concrete Sidewalk - Type 1. Detectable warnings shall be assumed to be safety yellow, surface-applied mats meeting FDOT specifications.

24. The specified controller (ESP8LXMEF) cannot be used with the flow smart module to control the flow sensor. Is it acceptable to substitute with the ESP12LXMEF, which can be used with the flow smart module? Applicable expansion modules will be provided where needed.

Yes, the ESP12LXMEF is an acceptable substitution.

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 5 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: August 10, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Responses to written questions received on or before August 9, 2021, 5:00 p.m., for the Phase 3 CDD and CRA Projects.
2. JEA Standard Class II Pump Station Specifications
3. JEA Standard Class I Pump Station Specifications

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPF Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

This technical document covers The District – Phase 3 Proposer questions received on or before August 9th, 2021.

1. The lift station information in the plans and provided by addendum does not provide enough information to accurately price the two (2) sewer lift stations. Please provide complete lift station data tables or consider creating an allowance to cover the cost.

PS-01 shall be priced assuming a JEA Class II pump station with a 10-ft diameter, precast concrete wet well measuring approximately 22-ft deep and containing the appurtenances and features shown in the attached standard JEA details. PS-02 shall be priced assuming a JEA Class I pump station with a 6-ft diameter, precast concrete wet well measuring approximately 15-ft deep and containing the appurtenances and features shown in the attached standard JEA details.

2. The plans indicate that all the gravity sewer manholes are to be lined. Lining every manhole is atypical for the Jacksonville area and is more costly. Is it the intent that all sewer manholes be lined?

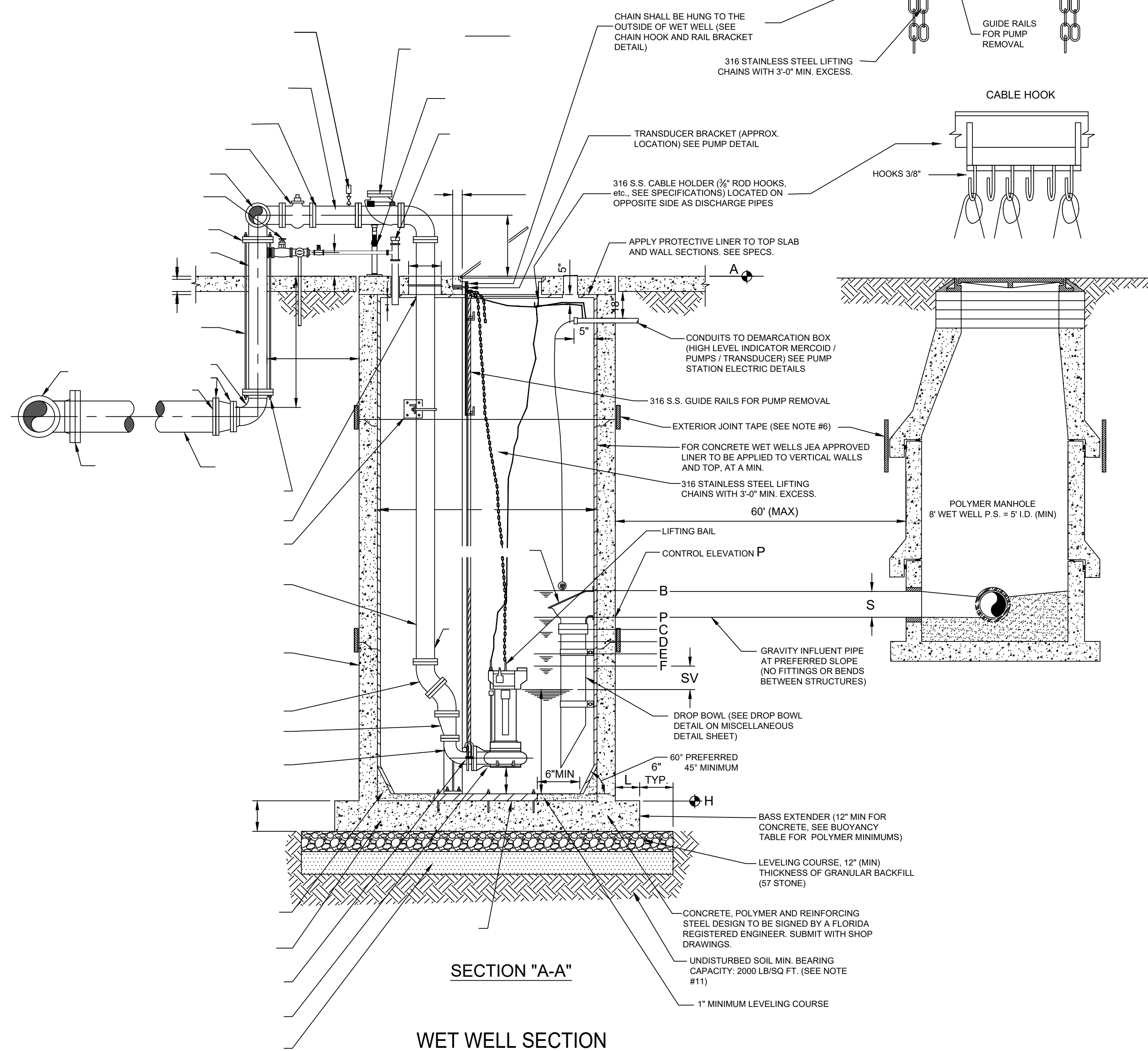
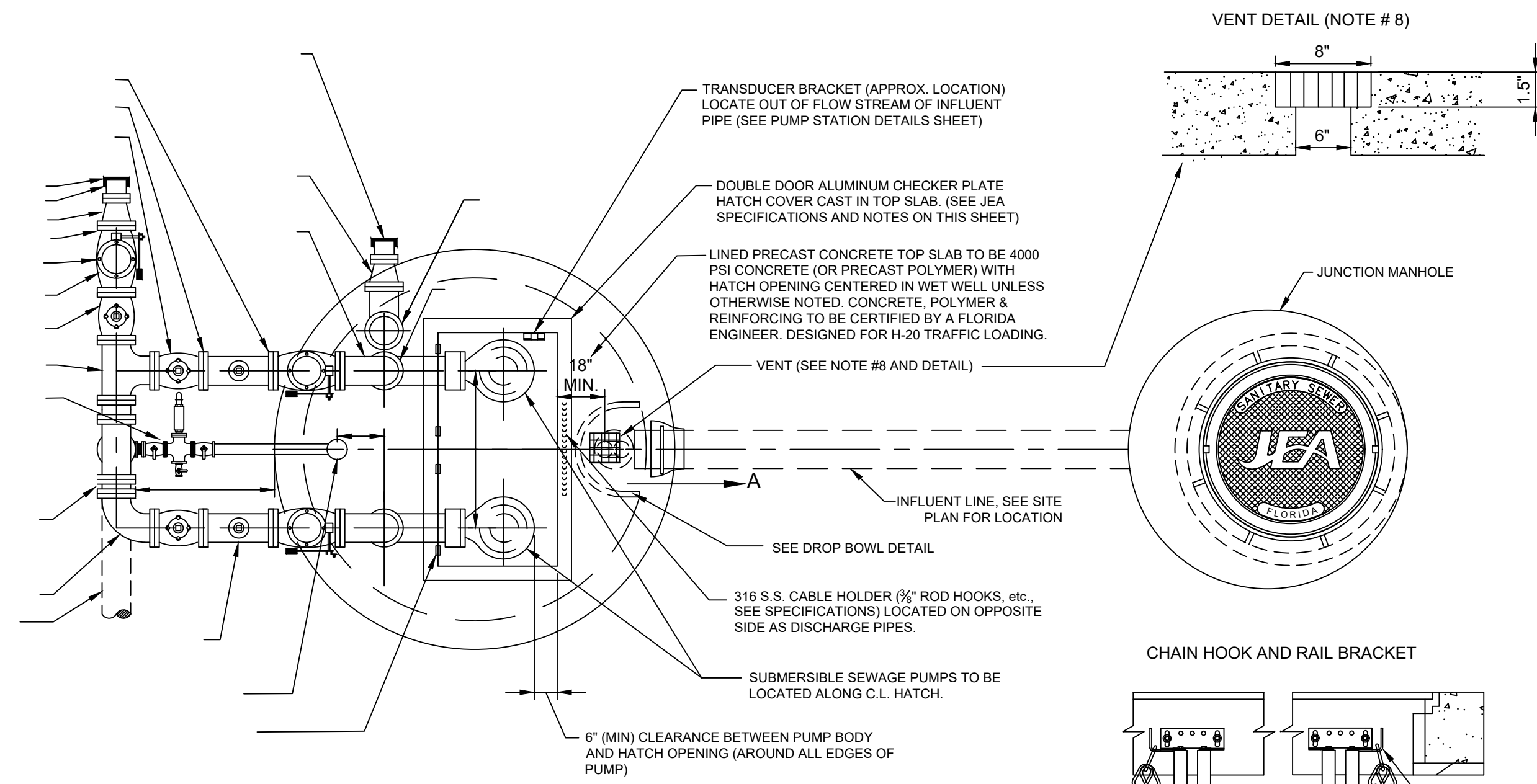
Yes, due to soil and groundwater contamination, every sanitary sewer manhole is to be lined as proposed in the plans.

3. Details for pedestrian and vehicular pavers on sheet C-451 installs calls for “ $\frac{3}{4}$ ” max depth mortar, Prolite premium large mortar or approved equal, installed per manufacturer’s specifications.” Please verify “dry set” install which is spread dry cement, install pavers, and then water the application or using techniseal dribond is acceptable for installing pavers.

Please price assuming wet set installation as proposed in the plans.

4. Please clarify where the electrical power services for this project will be originating from and what electrical services are required. i.e. number of services, Voltage(s), Single or Three Phase, Amperage(s)

It is our expectation that JEA will design the electrical service and install all electrical transformers and wiring. Contractors are to bid as per the plan, including furnishing and installing the conduits, pull boxes and duct banks. Proposers are to include a \$150k allowance for furnishing and installing the transformer pads and laterals under the CDD Electric tab of the Bid Tabulation form.



SECTION "A-A"
WET WELL SECTION

PUMP STATION INFORMATION																			
SCHEDULE OF ELEVATIONS																			
PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCOID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION	BOTTOM ELEVATION	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P - 0.5'	---	P - 1.0'	P - 1.5'	F - SV	G - 3'	---	---	---	---	---	---	---	---	---	---	---

ALL PUMPS				
PUMP MANUFACTURER	WILO/EMU	FLYGT	HYDRAMATIC	KSB
MODEL	---	---	---	---
IMPELLER	---	---	---	---
PUMP DISCHARGE	---	---	---	---
MOTOR (RPM)	---	---	---	---
HORSEPOWER (HP)	---	---	---	---
PHASE/VOLTAGES (NOTE #3)	---	---	---	---
AIC (SEE NOTE #4)	---	---	---	---
DESIGN POINT (GPM) @ TDH (FT)	---	---	---	---
RUNOUT POINT (GPM) @ TDH (FT)	---	---	---	---
EMERGENCY MAIN	---	---	---	---
NORMAL SERVICE MAIN	---	---	---	---
CB #1 TO PUMP NO. 1	---	---	---	---
CB #2 TO PUMP NO. 2	---	---	---	---
CONTROL PANEL MCB	---	---	---	---
STARTER (SIZE & TYPE)	---	---	---	---
ELECTRIC SERVICE (TYPE & SIZE)	---	---	---	---

POLYMER CONCRETE FLOATION COLLARS								
WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-15FT		DEPTH 16-20FT		DEPTH 21-30FT	
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)
8'-0"	3	35600	3	37600	2	46000	---	5200
10'-0"	5	57580	5	75000	5	78700	3	91100
12'-0"	8	82900	8	113200	8	134500	7	139000

DISCHARGE PIPE DATA (WITHIN WET WELL)				
PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION	MIN PUMPOUT SIZE	HATCH SIZE (MIN.)
(J)	(N)	(PS)	(PO)	
4"	10"	26"	4"	42"x48"
6"	12"	32"	6"	42"x60"
FREE STANDING PUMP OUT FOR PIPE SIZES GREATER THAN 6"				
8"	15"	36"	8"	---
10"	17"	44"	10"	---
12"	20"	48"	12"	---
14" & LARGER	---	---	14" & LARGER	---

CONCRETE WET WELL DIMENSIONS		
WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS		
WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

MCC PANEL	
<input type="checkbox"/>	FIXED SPEED PANEL: 240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	FIXED SPEED PANEL: 480 VOLT, 3 PHASE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	1P-3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

GENERATOR	
MANUFACTURER	
MODEL	
KW	

MANUAL TRANSFER SWITCH	
<input type="checkbox"/>	JTD364SSMCQC 200 AMP
<input type="checkbox"/>	JTD365SSMCQC 400 AMP

- PUMP STATION INFORMATION NOTES:**
- "SV" = STORAGE VOLUME PER DESIGN ENGINEER AND SHALL BE DESIGNED FOR 12 MINUTE CYCLE TIME. MINIMUM STORAGE DEPTH SHALL BE 24".
 - IF PUMP MANUFACTURER REQUIRES A GREATER SEPARATION, THAT SEPARATION SHALL BE USED WITH THE ADDITION OF FLANGED FILLERS OR SPOOL PIECES. THE DIFFERENT SEPARATION MUST BE APPROVED BY JEA PRIOR TO CONSTRUCTION AND SHALL BE PROVIDED AT NO ADDITIONAL COST TO JEA.
 - ALL PUMP MOTORS SHALL BE 3 PHASE.
 - AMPERE INTERRUPTING CAPACITY (AIC); CONTACT THE ELECTRICAL UTILITY COMPANY FOR THIS DATA IF AVAILABLE.

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL. BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - DUCTILE IRON ALL FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC).
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 3/8" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AND OPEN END BOTTOM. SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A.S.T.M. C-478 STANDARD. ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - IF ODOR CONTROL WILL NOT BE INSTALLED UPON COMPLETION THEN CONDUITS AND PIPING SHALL BE STUBBED OUT FOR EACH. SEE STUB OUT DETAIL SHEET
 - FLOW METER SHALL BE ULTRASONIC OR MAG METER. ULTRASONIC FLOW METER REQUIRES A FLOW METER PANEL. MAG METER REQUIRES BY PASS PIPING. SEE ULTRASONIC/MAG METER DETAIL ON MISCELLANEOUS DETAILS SHEET.
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES/)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

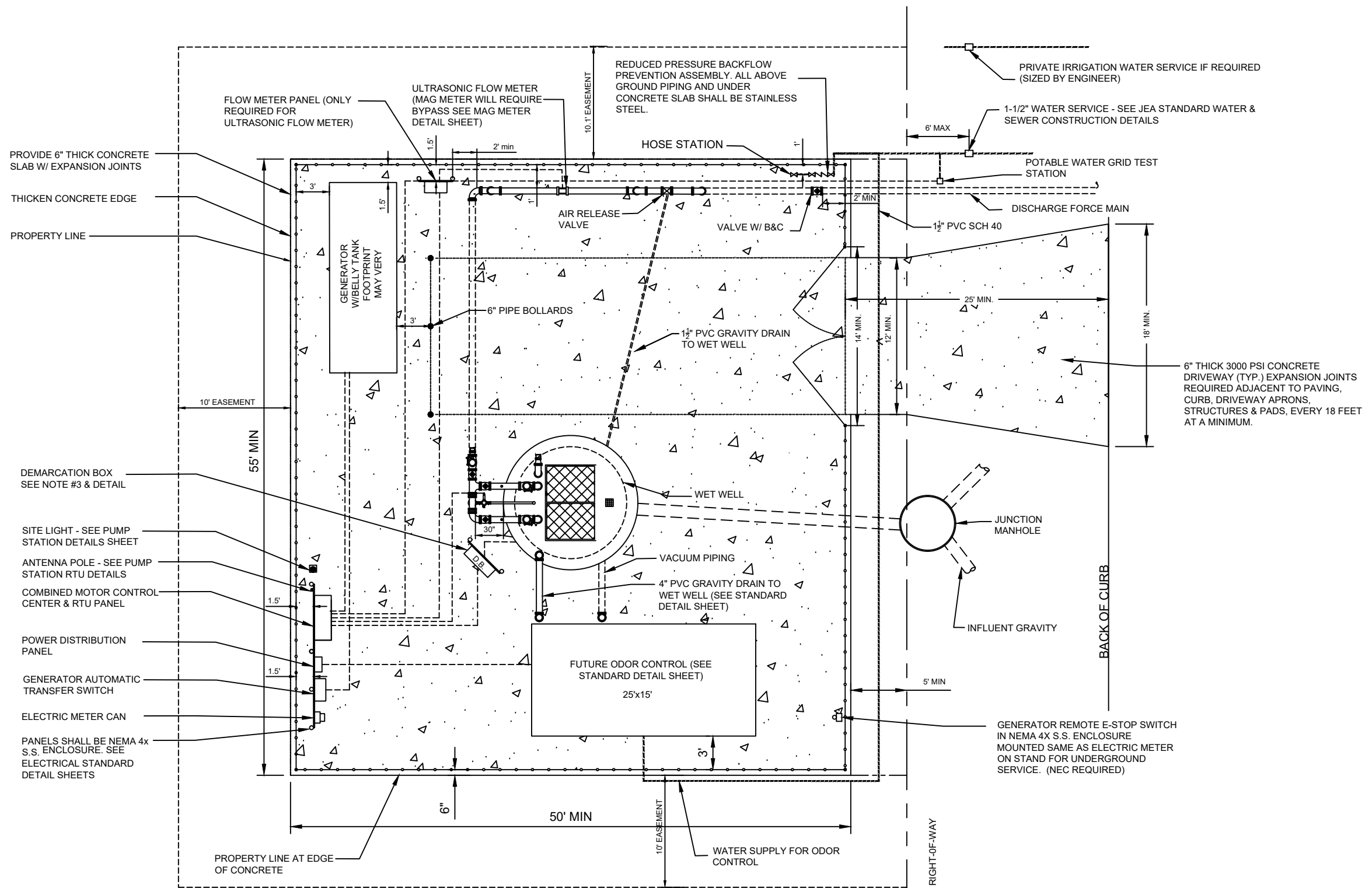
- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27" DEEP MAX.
 - MINIMUM FLOW RATE: 500 GPM EACH PUMP
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 50'x55'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'-0" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -66DB RSSI. IF THE HEIGHT OF THE MINIMUM -66DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "R" ELEVATION. THE "R" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).
 - FLOW METER: ULTRASONIC FLOW METER OR MAG METER CONFIGURATION SHALL BE DESIGNED BY ENGINEER.

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8' TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

SITE SPECIFIC

NO. SHEETS	PROJ. NO.	DESIGNER	DATE	REVISIONS
SHEET NO.	DATE	DRAWN BY	BY	4.
DRAWING NO.	SCALE	CHECKED BY	DATE	3.
		DESIGN ENGINEER	DATE	1.
		FLORIDA REGISTRATION NO.	DATE	2.
		MANUAL TRANSFER SWITCH TABLE	DATE	1.

JEA
 Building Community™
 JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION



SITE SPECIFIC

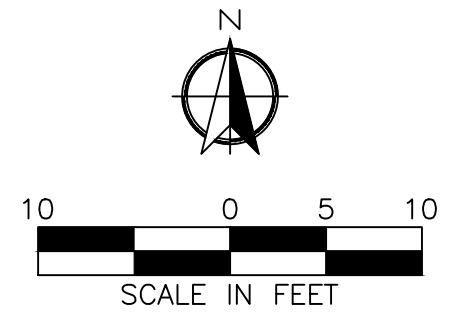
NO.	BY	DATE	REVISIONS
4.			
3.			
2.			
1.	LLOYD HENRY	9/25/2018	UPDATED ELECTRICAL PANEL

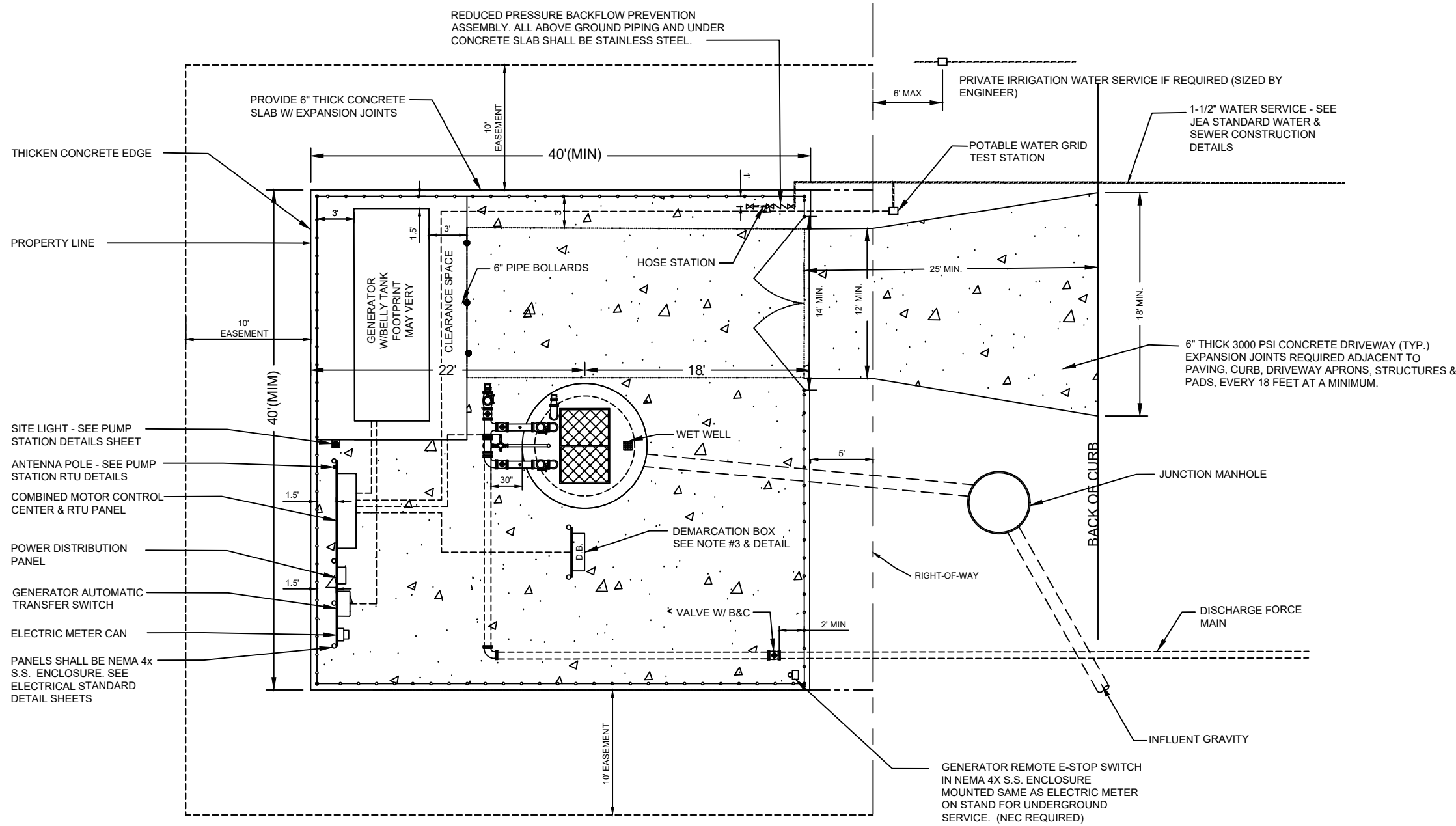
DESIGNER:	DESIGN ENGINEER
DRAWN BY:	
DATE:	FLORIDA REGISTRATION NO.
CHECKED BY:	
DATE:	



JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE:
DRAWING NO.	SCALE: 1" = 10'





- THICKEN CONCRETE EDGE
- PROPERTY LINE
- 10' EASEMENT
- 40'(MIN)
- 3'
- 1.5'
- 10' EASEMENT
- 40'(MIN)
- 1.5'
- 1.5'
- 10' EASEMENT
- 40'(MIN)
- 10' EASEMENT

- SITE LIGHT - SEE PUMP STATION DETAILS SHEET
- ANTENNA POLE - SEE PUMP STATION RTU DETAILS
- COMBINED MOTOR CONTROL CENTER & RTU PANEL
- POWER DISTRIBUTION PANEL
- GENERATOR AUTOMATIC TRANSFER SWITCH
- ELECTRIC METER CAN
- PANELS SHALL BE NEMA 4x S.S. ENCLOSURE. SEE ELECTRICAL STANDARD DETAIL SHEETS

REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY. ALL ABOVE GROUND PIPING AND UNDER CONCRETE SLAB SHALL BE STAINLESS STEEL.

PROVIDE 6" THICK CONCRETE SLAB W/ EXPANSION JOINTS

GENERATOR TANK W/IBELLY TANK FOOTPRINT MAY VARY

WET WELL

DEMARCATON BOX SEE NOTE #3 & DETAIL

VALVE W/ B&C

PRIVATE IRRIGATION WATER SERVICE IF REQUIRED (SIZED BY ENGINEER)

POTABLE WATER GRID TEST STATION

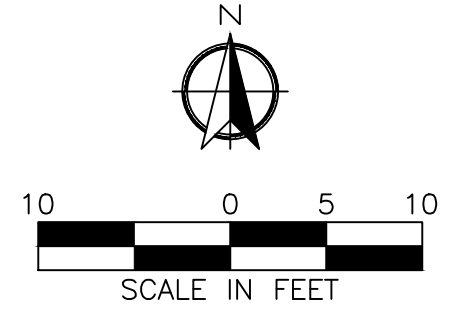
1-1/2" WATER SERVICE - SEE JEA STANDARD WATER & SEWER CONSTRUCTION DETAILS

6" THICK 3000 PSI CONCRETE DRIVEWAY (TYP.) EXPANSION JOINTS REQUIRED ADJACENT TO PAVING, CURB, DRIVEWAY APRONS, STRUCTURES & PADS, EVERY 18 FEET AT A MINIMUM.

JUNCTION MANHOLE

DISCHARGE FORCE MAIN

GENERATOR REMOTE E-STOP SWITCH IN NEMA 4X S.S. ENCLOSURE MOUNTED SAME AS ELECTRIC METER ON STAND FOR UNDERGROUND SERVICE. (NEC REQUIRED)



SITE SPECIFIC

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The District - Phase 3
CDD PROJECT - OCTOBER 25, 2021
BID TABULATION SUMMARY

Description	
A. CDD Project Improvements - Base Bid Items	
1. Public Roadway (Prudential Drive Extension, Broadcast Place Re-alignment, Health Walk, Backbay Drive Cul-de-sac, and Marina Way)	\$1,625,126.41
2. Potable Water	\$1,774,501.03
3. Sanitary Sewer	\$2,851,882.50
4. Earthwork Improvements	\$765,127.63
5. Stormwater Management	\$1,551,365.26
6. Lighting and Underground Electric	\$2,514,032.36
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PHASE 3 CDD PROJECT - BASE BID TOTAL	\$11,082,035.19
B. CDD Project Improvements - Bid Alternate Items	
1. BID ALTERNATE 1 - Public Roadways Hardscape	\$3,725,000.00
2. BID ALTERNATE 2 - Public Roadways Landscaping and Irrigation	\$760,000.00
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PHASE 3 CDD PROJECT - BID ALTERNATES TOTAL	\$4,485,000.00

Name of Proposer:

J. B. Coxwell Contracting, Inc.

The District - Phase 3
CDD ROADWAYS - OCTOBER 25, 2021
BID TABULATION FORM

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 281,017.11	\$ 281,017.11
Payment and Performance Bond	1.00	LS	\$ 10,350.37	\$ 10,350.37
Survey	1.00	LS	\$ 29,637.56	\$ 29,637.56
Maintenance of Traffic	1.00	LS	\$ 41,637.73	\$ 41,637.73
As-builts	1.00	LS	\$ 6,612.08	\$ 6,612.08
General Conditions Subtotal				\$ 369,254.85

B. Soil Erosion Control

Assume that Soil and Erosion Control Items for all CDD Improvements are considered in the CDD Earthwork Category.

C. Earthwork

Assume that Earthwork Items for all CDD Improvements are considered in the CDD Earthwork category.

D. Roadway

6" Raised Header Curb	2,080.00	LF	\$ 20.64	\$ 42,931.20
Type B Curb	32.00	LF	\$ 21.74	\$ 695.68
18" Curb and Gutter	1,888.00	LF	\$ 25.04	\$ 47,275.52
18" Valley Gutter	301.00	LF	\$ 30.65	\$ 9,225.65
24" Valley Gutter	2,898.00	LF	\$ 30.65	\$ 88,823.70
12" Stabilized Subgrade	10,231.00	SY	\$ 10.04	\$ 102,719.24
Sidewalk Grading	12,568.00	SY	\$ 7.00	\$ 87,976.00
Landscape Subgrade	4,033.00	SY	\$ 7.00	\$ 28,231.00
8" Roadway Base	9,271.00	SY	\$ 16.68	\$ 154,640.28
Sidewalk (06" Thick) Handicap	357.00	SY	\$ 99.61	\$ 35,560.77
ADA Ramps	579.00	SF	\$ 46.47	\$ 26,906.13
Prime	9,271.00	SY	\$ 0.69	\$ 6,396.99
Asphalt 2"	9,271.00	SY	\$ 15.32	\$ 142,031.72
Single Post Sign, F&I, < 12 SF	29.00	AS	\$ 1,289.20	\$ 37,386.80
Temporary Striping	1.00	LS	\$ 8,920.00	\$ 8,920.00
White, Solid, 6"	2,927.00	LF	\$ 1.92	\$ 5,619.84
White, 2-4 Skip, 6"	142.00	LF	\$ 1.75	\$ 248.50
White, Solid, 12"	516.00	LF	\$ 4.20	\$ 2,167.20
White, Solid, 24"	130.00	LF	\$ 8.40	\$ 1,092.00
White, Arrow (Bike)	23.00	EA	\$ 96.45	\$ 2,218.35
White, Symbol	53.00	EA	\$ 453.87	\$ 24,055.11
Yellow Chevron, 18"	8.00	LF	\$ 6.30	\$ 50.40
Yellow, Solid, 4"	725.00	LF	\$ 1.88	\$ 1,363.00
Yellow, 2-4 Skip, 4"	1,220.00	LF	\$ 1.71	\$ 2,086.20
Yellow, Solid, 6"	4,480.00	LF	\$ 1.92	\$ 8,601.60
Blue, Solid, 6"	83.00	LF	\$ 13.95	\$ 1,157.85
Multi-Use Path, White Triangle, Yield Line	3.00	EA	\$ 196.67	\$ 590.01
18" Square Elephants Feet Symbol	31.00	EA	\$ 43.89	\$ 1,360.59

The District - Phase 3
 CDD ROADWAYS - OCTOBER 25, 2021
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
Green Crosswalk Stripe, Solid	56.00	LF	\$ 69.31	\$ 3,881.36
Delineator	1.00	EA	\$ 158.85	\$ 158.85
RPM	129.00	LF	\$ 7.38	\$ 952.02
6' High Ornamental Fence w/ Two 30 ft Gates	270.00	LF	\$ 307.14	\$ 82,927.80
6' High Chain Linked Fence w/ Two 26 ft Gates	241.00	LF	\$ 99.24	\$ 23,916.84
Sleeves (2-6", 3-4", 3-2") SCH40 PVC	770.00	LF	\$ 136.07	\$ 104,773.90
Vehicular Pavers - Concrete Slab Only	1,074.00	SY	\$ 157.29	\$ 168,929.46
Roadway Subtotal				\$ 1,255,871.56

E. Storm Drainage

Assume that all Storm Drainage Items for CDD Improvements are considered in the CDD Stormwater category.

F. Furnishings

Assume that Furnishings will be considered as part of the Hardscape bid alternate with an allowance provided.

G. Landscape

Assume that Landscape and Irrigation will be considered as a bid alternate with an allowance provided.

TOTAL - CDD ROADWAYS \$ 1,625,126.41

The District - Phase 3
CDD POTABLE WATER - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 281,017.11	\$ 281,017.11
Payment and Performance Bond	1.00	LS	\$ 11,301.80	\$ 11,301.80
Survey	1.00	LS	\$ 29,637.56	\$ 29,637.56
As-builts	1.00	LS	\$ 6,612.08	\$ 6,612.08
General Conditions Subtotal				\$ 328,568.55
B. Soil Erosion Control				
Assume that Soil and Erosion Control Items for all CDD Improvements are considered in the CDD Earthwork Category.				
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	300.00	CY	\$ 114.83	\$ 34,449.00
Dewatering	1.00	LS	\$ 48,515.00	\$ 48,515.00
Earthwork Subtotal				\$ 82,964.00
D. Potable Water Distribution System				
4" PVC Pipe	172.00	LF	\$ 33.88	\$ 5,827.36
6" C-900 PVC Pipe	403.00	LF	\$ 44.30	\$ 17,852.90
12" C-900 PVC Pipe	4,257.00	LF	\$ 98.01	\$ 417,228.57
16" C-905 PVC Pipe	1,018.00	LF	\$ 144.33	\$ 146,927.94
16" x 12" Reducer	1.00	EA	\$ 1,713.61	\$ 1,713.61
20"x16" Tapping Sleeve and Valve	2.00	EA	\$ 24,453.31	\$ 48,906.62
12" - 45 Bend	67.00	EA	\$ 1,244.50	\$ 83,381.50
12" - 22.5 Bend	5.00	EA	\$ 1,190.23	\$ 5,951.15
16" - 22.5 Bend	3.00	EA	\$ 2,311.78	\$ 6,935.34
16" - Vert 45 Bend	8.00	EA	\$ 2,998.02	\$ 23,984.16
16" - 11 1/4 Bend	2.00	EA	\$ 2,358.75	\$ 4,717.50
16" x 6" TEE	2.00	EA	\$ 2,701.98	\$ 5,403.96
12" x 6" TEE	10.00	EA	\$ 1,510.60	\$ 15,106.00
12" x 4" TEE	5.00	EA	\$ 1,457.60	\$ 7,288.00
12" TEE	16.00	EA	\$ 1,925.34	\$ 30,805.44
12" Valve	57.00	EA	\$ 4,071.20	\$ 232,058.40
Fire Hydrant	11.00	EA	\$ 6,863.55	\$ 75,499.05
6" Valve	11.00	EA	\$ 1,822.07	\$ 20,042.77
4" Valve	5.00	EA	\$ 1,559.37	\$ 7,796.85
2" Corp. Stop	6.00	EA	\$ 904.53	\$ 5,427.18
Irrigation Service W/ BFP	6.00	EA	\$ 5,052.97	\$ 30,317.82
Relocate Exist. Water Service	1.00	LS	\$ 1,364.98	\$ 1,364.98
Relocate Exist. Irrigation Service and BFP	1.00	LS	\$ 4,318.40	\$ 4,318.40
16" Gate Valve	8.00	EA	\$ 7,865.12	\$ 62,920.96
04" - 45 Bend	1.00	EA	\$ 390.98	\$ 390.98
06" - 45 Bend	2.00	EA	\$ 548.37	\$ 1,096.74
16" - 45 Bend	3.00	EA	\$ 2,346.99	\$ 7,040.97
16" x 12" TEE	1.00	EA	\$ 3,218.64	\$ 3,218.64
16" x 16" TEE	1.00	EA	\$ 3,889.03	\$ 3,889.03

The District - Phase 3
 CDD POTABLE WATER - OCTOBER 25, 2021
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
12" x 12" TEE	1.00	EA	\$ 1,925.37	\$ 1,925.37
06" - 90 Bend	1.00	EA	\$ 580.61	\$ 580.61
04" Cap	5.00	EA	\$ 348.63	\$ 1,743.15
12" Cap	20.00	EA	\$ 659.66	\$ 13,193.20
06" Cap	1.00	EA	\$ 397.08	\$ 397.08
Sample Points	9.00	EA	\$ 814.49	\$ 7,330.41
12" x 06" Vertical Offset	2.00	EA	\$ 2,047.44	\$ 4,094.88
12" x 12" Vertical Offset	3.00	EA	\$ 1,899.99	\$ 5,699.97
04" x 18" Vertical Offset	1.00	EA	\$ 1,798.71	\$ 1,798.71
06" x 18" Vertical Offset	1.00	EA	\$ 1,775.23	\$ 1,775.23
12" x 18" Vertical Offset	6.00	EA	\$ 3,380.27	\$ 20,281.62
12" x 24" Vertical Offset	1.00	EA	\$ 3,381.69	\$ 3,381.69
Pipe Testing	1.00	LS	\$ 23,353.74	\$ 23,353.74
Potable Water Subtotal				\$ 1,362,968.48
TOTAL - CDD POTABLE WATER				\$ 1,774,501.03

The District - Phase 3
 CDD EARTHWORK - OCTOBER 25, 2021
 BID TABULATION SHEET

Description	J.B. Coxwell			
	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 281,017.11	\$ 281,017.11
Payment and Performance Bond	1.00	LS	\$ 4,873.10	\$ 4,873.10
Survey	1.00	LS	\$ 29,637.56	\$ 29,637.56
As-builts	1.00	LS	\$ 6,612.08	\$ 6,612.08
General Conditions Subtotal				\$ 322,139.85
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	1.00	LS	\$ 160,990.12	\$ 160,990.12
Silt Fence	5,565.00	LF	\$ 0.94	\$ 5,231.10
Inlet Protection	59.00	EA	\$ 110.00	\$ 6,490.00
Soil Tracking Device	2.00	EA	\$ 4,422.59	\$ 8,845.18
Floating Turbidity Barrier	155.00	LF	\$ 40.15	\$ 6,223.25
Soil Erosion Control Subtotal				\$ 187,779.65
C. Earthwork				
Clearing and Grubbing	1.00	LS	\$ 99,055.02	\$ 99,055.02
Import Fill Material	8,459.00	CY	\$ 16.24	\$ 137,374.16
Site Grading	1.00	LS	\$ 7,823.43	\$ 7,823.43
Seed and Mulch	10,144.00	SY	\$ 1.08	\$ 10,955.52
Earthwork Subtotal				\$ 255,208.13
TOTAL - CDD EARTHWORK				\$ 765,127.63

The District - Phase 3
CDD SANITARY SEWER - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 281,017.11	\$ 281,017.11
Payment and Performance Bond	1.00	LS	\$ 18,163.64	\$ 18,163.64
Survey	1.00	LS	\$ 29,637.56	\$ 29,637.56
As-builts	1.00	LS	\$ 6,612.08	\$ 6,612.08
General Conditions Subtotal				\$ 335,430.39
B. Soil Erosion Control				
Assume that Soil and Erosion Control Items for all CDD Improvements are considered in the CDD Earthwork Category.				
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	500.00	CY	\$ 116.63	\$ 58,315.00
Dewatering	1.00	LS	\$ 152,170.03	\$ 152,170.03
Earthwork Subtotal				\$ 210,485.03
D. Sanitary Sewer/Force Main				
2" PVC Pipe	72.00	LF	\$ 29.39	\$ 2,116.08
4" PVC Pipe	1,332.00	LF	\$ 36.38	\$ 48,458.16
6" PVC Pipe	46.00	LF	\$ 43.29	\$ 1,991.34
8" PVC Pipe	2,577.00	LF	\$ 72.80	\$ 187,605.60
10" PVC Pipe	650.00	LF	\$ 85.51	\$ 55,581.50
12" PVC Pipe	270.00	LF	\$ 104.31	\$ 28,163.70
16" PVC Pipe	293.00	LF	\$ 154.80	\$ 45,356.40
4" 11.25 Deg Bend	1.00	EA	\$ 618.39	\$ 618.39
4", 22.5 Deg Bend	1.00	EA	\$ 624.25	\$ 624.25
4", 45 Deg Bend	19.00	EA	\$ 668.46	\$ 12,700.74
4", 90 Deg Bend	1.00	EA	\$ 655.06	\$ 655.06
4" Gate Valve	2.00	EA	\$ 1,364.52	\$ 2,729.04
6" Cap	1.00	EA	\$ 590.73	\$ 590.73
6" Cleanout	1.00	EA	\$ 1,283.44	\$ 1,283.44
6" x 6" Wye Fitting	1.00	EA	\$ 610.05	\$ 610.05
4" Cap and Plug	2.00	EA	\$ 502.69	\$ 1,005.38
Sanitary Manhole	29.00	EA	\$ 9,589.10	\$ 278,083.90
Sanitary Service Laterals	1.00	EA	\$ 1,811.25	\$ 1,811.25
JEA Lift Station	1.00	EA	\$ 983,061.86	\$ 983,061.86
Private Pump Station	1.00	EA	\$ 618,725.55	\$ 618,725.55
Private Pump Out Box	2.00	EA	\$ 4,807.20	\$ 9,614.40
Connect to Existing	1.00	LS	\$ 8,770.89	\$ 8,770.89
Connect to New MH	3.00	EA	\$ 5,269.79	\$ 15,809.37
Sanitary Sewer Subtotal				\$ 2,305,967.08
TOTAL - CDD SANITARY SEWER				\$ 2,851,882.50

The District - Phase 3
CDD STORMWATER - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 281,017.11	\$ 281,017.11
Payment and Performance Bond	1.00	LS	\$ 9,880.65	\$ 9,880.65
Survey	1.00	LS	\$ 29,637.56	\$ 29,637.56
As-builts	1.00	LS	\$ 6,612.08	\$ 6,612.08
General Conditions Subtotal				\$ 327,147.40
B. Soil Erosion Control				
Assume that Soil and Erosion Control Items for all CDD Improvements are considered in the CDD Earthwork Category.				
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	1,150.00	CY	\$ 113.46	\$ 130,479.00
Dewatering	1.00	LS	\$ 143,166.89	\$ 143,166.89
Earthwork Subtotal				\$ 273,645.89
D. Storm Drainage				
15" HP Pipe	331.00	LF	\$ 63.69	\$ 21,081.39
18" HP Pipe	1,322.00	LF	\$ 75.42	\$ 99,705.24
24" HP Pipe	441.00	LF	\$ 96.15	\$ 42,402.15
30" HP Pipe	503.00	LF	\$ 131.54	\$ 66,164.62
36" HP Pipe	407.00	LF	\$ 160.86	\$ 65,470.02
42" HP Pipe	124.00	LF	\$ 201.86	\$ 25,030.64
48" HP Pipe	821.00	LF	\$ 270.42	\$ 222,014.82
Valley Gutter Type "V" Inlet	9.00	EA	\$ 7,137.31	\$ 64,235.79
Type "J-1" Manhole	3.00	EA	\$ 5,719.45	\$ 17,158.35
Type "J-1-B" Manhole	2.00	EA	\$ 8,785.29	\$ 17,570.58
Type "J-1-C" Manhole	4.00	EA	\$ 10,240.18	\$ 40,960.72
Type "J-1-D" Manhole	1.00	EA	\$ 12,570.22	\$ 12,570.22
Type "C" Inlet	10.00	EA	\$ 2,910.63	\$ 29,106.30
Standard Curb Inlet	14.00	EA	\$ 6,141.27	\$ 85,977.78
Curb Inlet w/ "J-1-B" Bot	4.00	EA	\$ 7,074.04	\$ 28,296.16
Curb Inlet w/ "J-1-C" Bot	6.00	EA	\$ 9,770.09	\$ 58,620.54
Curb Inlet w/ "J-1-D" Bot	3.00	EA	\$ 12,348.91	\$ 37,046.73
Storm Sewer TV Inspection Report	1.00	LS	\$ 14,009.16	\$ 14,009.16
48" Collar	1.00	EA	\$ 3,150.76	\$ 3,150.76
Storm Drainage Subtotal				\$ 950,571.97
TOTAL - CDD STORMWATER				\$ 1,551,365.26

The District - Phase 3
 CDD ELECTRIC - OCTOBER 25, 2021
 BID TABULATION SHEET

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 93,672.39	\$ 93,672.39
Payment and Performance Bond	1.00	LS	\$ 16,011.87	\$ 16,011.87
Survey	1.00	LS	\$ 9,879.18	\$ 9,879.18
As-builts	1.00	LS	\$ 2,204.03	\$ 2,204.03
General Conditions Subtotal				\$ 121,767.47
B. Soil Erosion Control				
Assume that Soil and Erosion Control Items for all CDD Improvements are considered in the CDD Earthwork Category.				
C. Earthwork				
Stockpiling & Replace of Soil Below Cap	1,200.00	CY	\$ 116.64	\$ 139,968.00
Earthwork Subtotal				\$ 139,968.00
D. Electric				
5-2" Conduit (Elect, Lands, Light)	9,780.00	LF	\$ 73.34	\$ 717,265.20
1-2" Conduit (Landscape Bed)	8,640.00	LF	\$ 14.55	\$ 125,712.00
2-2" Conduit	700.00	LF	\$ 22.12	\$ 15,484.00
Small Handhole	31.00	EA	\$ 4,446.99	\$ 137,856.69
Parking Lot Pole (SD1)	3.00	EA	\$ 10,362.00	\$ 31,086.00
Parking Lot Pole (SD2)	2.00	EA	\$ 12,446.50	\$ 24,893.00
JEA Primary Contingency	1.00	LS	\$ 1,200,000.00	\$ 1,200,000.00
Electric Subtotal				\$ 2,252,296.89
TOTAL - CDD ELECTRIC				\$ 2,514,032.36

The District - Phase 3
CDD BID ALTERNATES - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Allowance
A. BID ALTERNATE 1 - Public Roadways Hardscape	\$ 3,725,000.00
B. BID ALTERNATE 2 - Public Roadways Landscaping and Irrigation	\$ 760,000.00
TOTAL - CDD BID ALTERNATES	\$ 4,485,000.00



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

October 25, 2021

The District Community Development District

Phase 3 CDD & CRA Projects

Proposal Qualifications

- Price assumes entire Project will be awarded to include all work attributable to JB Coxwell Contracting, Inc. ("JBCCI" or "Contractor") that is described in the contract documents and detailed in the bid tabulation sheets for both the Phase 3 CRA and CDD Project ("Project") contracts and that neither contract will be broken into smaller parts.
- Price assumes both the Project contracts will be awarded simultaneously.
- Price assumes the Project will not be awarded in phases.
- Price excludes removing and/or relocating existing utilities that are to remain in service during construction and/or that are to remain upon completion of the work. JBCCI will coordinate with existing utilities so that their facilities may be relocated timely and in a manner that does not interfere with JBCCI work. All costs associated with removing and/or relocating existing utilities to remain shall be borne by Others not contractually obligated to JBCCI.
- Contractor shall not be responsible for removing or remediating any RCRA characteristic hazardous waste.
- Material prices and availability are very volatile at this time. Contractor may seek and Owner will consider additional compensation and contract days via change order if significant material price increases or shortages are encountered. No markup will be added to material price increases.
- Parcel 4A shall be made available to the Contractor for use as a staging and laydown area for the duration of the Project.
- Schedule does not include weather days. Contractor assumes the addition via change order of one (1) Weather Day for each day contractor is unable to work a minimum of 50% of the day on critical items of work due to weather impacts.
- Design Liability Insurance is limited to the amounts shown on the attached insurance certificate.
- All work associated with proposed Gas Main is specifically excluded.
- Project Schedule does not include work associated with the Allowances.

- Project Schedule does not include utility work not included in the contract that is to be performed by Others not contractually obligated to JBCCI. J. B. Coxwell will work to coordinate and facilitate utility work by Others. Scheduling impacts of companies furnishing and installing utilities that are not contractually obligated to JBCCI will be quantified and days will be added to the schedule via change order as necessary to accommodate their work. This includes but is not limited to JEA Primary Electric, gas main, and communications.
- Armorock Polymer Concrete Structures are not included in pricing. All sewer manholes are to be constructed of conventional precast concrete.
- Price is based on JBCCI having unobstructed access to the JEA Sewer Manhole located in the grass at the northeast corner of Broadcast Place and Reed Avenue to use as the discharge point for water generated during dewatering operations.
- Allowances included in the contract are assumed to include any direct and/or indirect cost to the prime contractor. These costs will be included in any work contemplated under the allowances.
- Price does not include removal and disposal of buried foundations, debris or other objects not specifically identified in the drawings.
- Sealer for pavers and concrete paving was not indicated in the drawings and is excluded.
- Pricing for the Sewer Lift Stations is limited to the scope of work described on the attached quote sheets from PBM Constructors, Inc.
- JEA power to be provided by Others not contractually obligated to JBCCI to within 50 feet of each lift station.
- Meters and meter fees to be provided by Others not contractually obligated to JBCCI and are not part of the Project.
- Alpha Technologies box relocation to be provided by Others not contractually obligated to JBCCI and is not part of the Project.
- Exclusions from base bid: hardscape, landscape, irrigation, TECO installation, colored concrete, lighting and vertical improvements are included as Bid Alternates with allowances.
- Second lift of asphalt and final striping to be installed by end of Contract time or deducted via change order.
- Provided an allowance within the Phase 3 CDD Project pricing for JEA primary not designed at this time for a total of \$1,200,000.00. This amount is included in the Phase 3 CDD Project bid tabulation sheets.

PBM Constructors, Inc. - Quote

PO Box 11089 Jacksonville, Fl. 32239-1089

CG C037694

To: Rob Pulger
Company: JB Coxwell
Phone:
Fax:

From: Ben Moore

Phone: 714-6353
Fax: 714-6354

Date: 8/11/21

Quote : District 3 Class1 Lift Station w/ Generator – 2021 JEA Standards

Labor & materials to install:

- 1.** 6 foot diameter x 16 feet deep precast wet well
- 2.** (2) 11hp submersible pumps w/ bases & rail system,
- 3.** 1- MCC duplex control panel and power distribution box. 230 volt 3 Phase
- 4.** 4" SS mechanical discharge piping
- 5.** Concrete invert.
- 6.** Hose station.
- 7.** Electric Service w/ 200 amp
- 8.** Generator with transfer switch
- 9.** RTU Installation incl Demarcation box.
- 10.** 40' x 40' x 6 inch concrete slab and 25 ft long driveway
- 11.** Chain link fence and gate
- 12.** Start-up & testing.

PBM Constructors, Inc. - Quote

PO Box 11089 Jacksonville, Fl. 32239-1089

CG C037694

To: Rob Pualger
Company: JB Coxwell
Phone:
Fax:

From: Ben Moore

Phone: 714-6353
Fax: 714-6354

Date: 8/13/21

Quote : East Peyton Lift Station #2 Class 2 JEA Standards w/ Generator

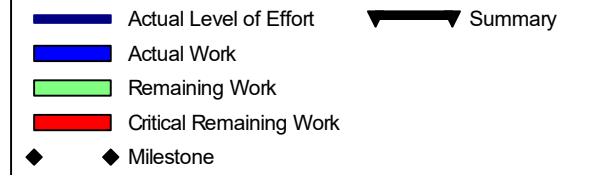
Labor & materials to install:

- 1.** 10 foot dia x 22 feet deepv precast wet well
- 2.** (2) **40** hp submersible pumps w/ bases & rail system,
- 3.** 10" SS mechanical discharge piping with 12 inch yard piping
- 4.** 10 inch flow meter
- 5.** Concrete invert.
- 6.** Hose station.
- 7.** Duplex MCC control panel
- 8.** Electric Service 200 amp 480 volt 3 phase
- 9.** Generator with transfer switch
- 10.** SS disconnect
- 11.** RTU Installation
- 12.** Stub outs for future odor control
- 13.** Demarcation box.
- 14.** 50 x 50 x 6 inch concrete slab plus driveway
- 15.** Chain link fence and gate
- 16.** Start-up & testing.



The District - Riversedge

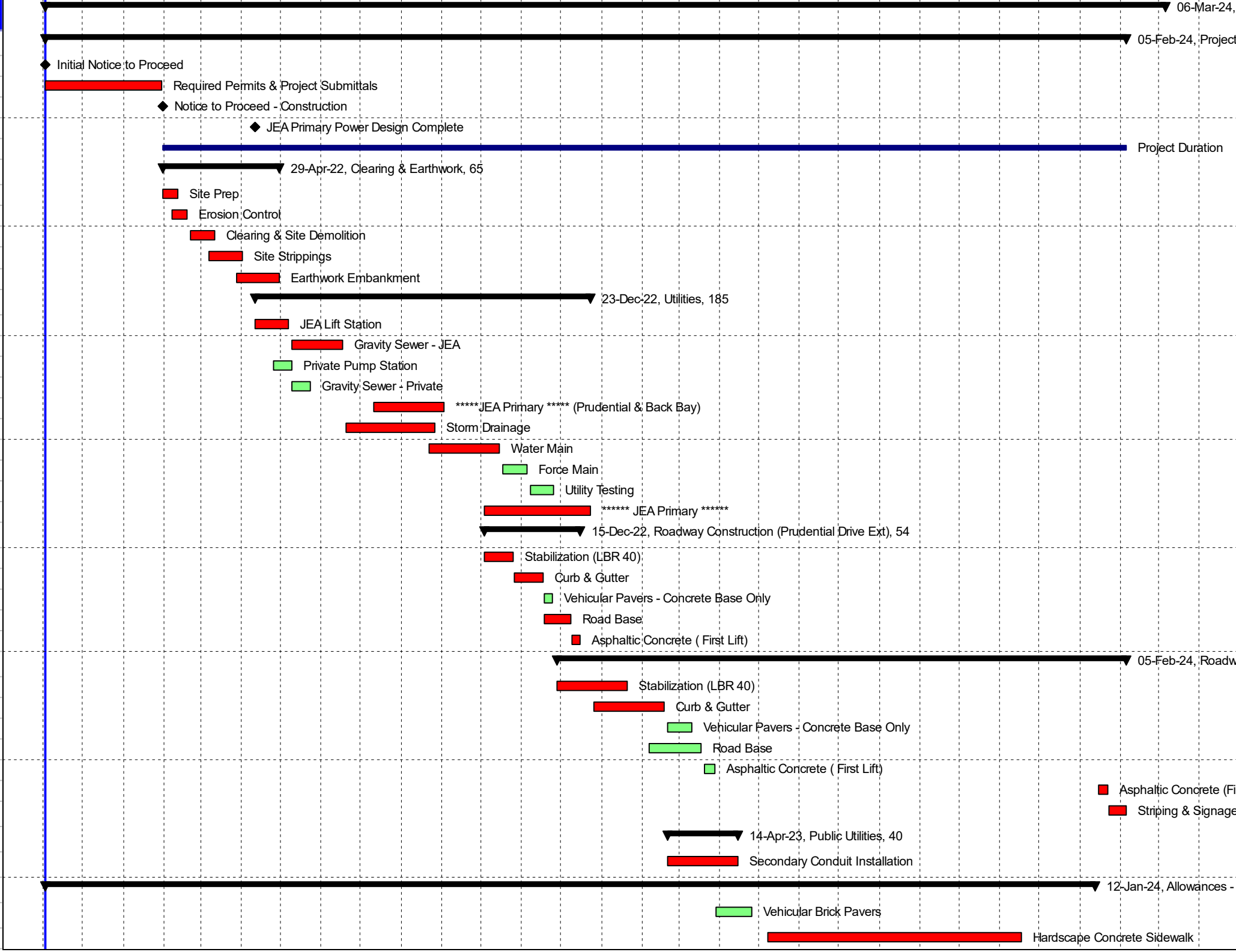
Preliminary Construction Schedule



Activity Name	Original Duration	Start	Finish	Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024		
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun

The District - Phase 3 (CDD & CRA)

Activity Name	Original Duration	Start	Finish
Project Information			
Initial Notice to Proceed	0	02-Nov-21	
Required Permits & Project Submittals	90	02-Nov-21	30-Jan-22
Notice to Proceed - Construction	0	31-Jan-22	
JEA Primary Power Design Complete	0		11-Apr-22
Project Duration	736	31-Jan-22	05-Feb-24
Cleaning & Earthwork			
Site Prep	10	31-Jan-22	11-Feb-22
Erosion Control	10	07-Feb-22	18-Feb-22
Clearing & Site Demolition	15	21-Feb-22	11-Mar-22
Site Strippings	20	07-Mar-22	01-Apr-22
Earthwork Embankment	25	28-Mar-22	29-Apr-22
Utilities			
JEA Lift Station	20	11-Apr-22	06-May-22
Gravity Sewer - JEA	30	09-May-22	17-Jun-22
Private Pump Station	10	25-Apr-22	09-May-22
Gravity Sewer - Private	10	09-May-22	23-May-22
*****JEA Primary ***** (Prudential & Back Bay)	40	11-Jul-22	02-Sep-22
Storm Drainage	50	20-Jun-22	26-Aug-22
Water Main	40	22-Aug-22	14-Oct-22
Force Main	15	17-Oct-22	04-Nov-22
Utility Testing	15	07-Nov-22	25-Nov-22
***** JEA Primary *****	60	03-Oct-22	23-Dec-22
Roadway Construction (Prudential Drive Ext)			
Stabilization (LBR 40)	17	03-Oct-22	25-Oct-22
Curb & Gutter	17	26-Oct-22	17-Nov-22
Vehicular Pavers - Concrete Base Only	5	18-Nov-22	24-Nov-22
Road Base	15	18-Nov-22	08-Dec-22
Asphaltic Concrete (First Lift)	5	09-Dec-22	15-Dec-22
Roadway Construction (All Other Roads)			
Stabilization (LBR 40)	40	28-Nov-22	20-Jan-23
Curb & Gutter	40	26-Dec-22	17-Feb-23
Vehicular Pavers - Concrete Base Only	15	20-Feb-23	10-Mar-23
Road Base	30	06-Feb-23	17-Mar-23
Asphaltic Concrete (First Lift)	7	20-Mar-23	28-Mar-23
Asphaltic Concrete (Final Lift)	6	15-Jan-24	22-Jan-24
Striping & Signage	10	23-Jan-24	05-Feb-24
Public Utilities			
Secondary Conduit Installation	40	20-Feb-23	14-Apr-23
Allowances - By Others			
Vehicular Brick Pavers	20	29-Mar-23	25-Apr-23
Hardscape Concrete Sidewalk	140	08-May-23	17-Nov-23



**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CDD PROJECT
(ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)
PART III. FORM OF AGREEMENT – (G) TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure)
One Thousand Dollars \$ 1,000.00
(Written) (Figures)

3. The amount listed above has been included within the Contract Price.

Dated this 16th day of August, 2021.

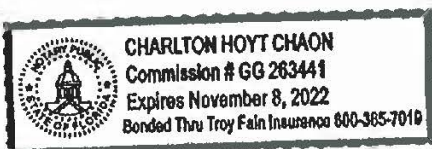
Contractor: J.B. Coxwell Contracting, Inc.

By: Garland F. Chick, Jr.

Title: Vice President

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 16th day of August, 2021 by Garland F. Chick, Jr. of J.B. Coxwell Contracting, Inc., who is personally known to me or who has produced as identification, and did [] or did not [] take the oath.



Charlton Hoyt Chaon
Notary Public, State of Florida
Print Name: CHARLTON HOYT CHAON
Commission No.: GG 263441
My Commission Expires: 11-8-2022

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

16B

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)**

Prepared by



Issued and Published Jointly by



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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)

THIS AGREEMENT is by and between The District Community Development District (“Owner”) and
J. B. Coxwell Contracting, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) consists of constructing, among other things, four new public parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks), an extension of the City of Jacksonville’s Riverwalk, an overland trail, a boardwalk, and new roadways, as shown in the District’s construction plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, “Roadway & Utility Plans” – Bid Set, and “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, all dated July 7, 2021”, and as more fully described in the engineering documents and specifications contained within or reasonably inferred from the Contract Documents. The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) consists of a portion of the CRA Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The District Community Development District – Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258

3.02 The Owner has retained Kimley-Horn and Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 ~~Contract Times: Dates~~

- A. ~~The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 calendar days thereafter.~~

~~{or}~~

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 826 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 856 days after the date when the Contract Times commence to run.
- B. ~~Parts of the Work shall be substantially completed on or before _____.~~

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$2,000.00 (Two Thousand Dollars and No Cents) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000.00 (Two Thousand Dollars and No Cents) for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Liquidated damages shall not be assessed until thirty days (30) after the date of Substantial completion.
 5. Contractor's liability for Liquidated Damages under this Section 4.03 shall be subject to a total aggregate cap of \$1,000,000 (One Million Dollars and No Cents).
- B. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$_____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$_____.~~

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work other than Unit Price Work and Bid Alternate Improvements, a lump sum of: \$ 3,829,422.09 .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Unit Pricing, as shown in the Contractor’s Bid Tabulation Summary attached hereto, shall be used in connection with pricing for change orders. Bid Alternate Improvements, as shown in the Contractor’s Bid Tabulation Summary attached hereto, include the following:

- 1. Public Roadways Hardscape: \$3,425,000
- 2. Public Roadways Landscaping and Irrigation: \$590,000
- 3. Riverwalk Extension: \$1,903,000
- 4. Boardwalk: \$1,960,000
- 5. Public Parks: \$3,100,000
- 6. Restroom/Maintenance Facility: \$1,250,000
- 7. Central Riverfront Park Art: \$2,000,000
- 8. Interactive Kiosks: \$500,000
- 9. Playground and Exercise Equipment: \$1,000,000

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

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

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

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

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$_____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner (i.e., by the fifth of the month) and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Pursuant to Section 255.078, Florida Statutes, Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment as retainage. Five percent of the Contract Price may be retained by Owner until Final Completion, acceptance of the Work by the Owner, and Final Payment to the Contractor.
 2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. _____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as

~~long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

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

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

6.03 *Final Payment*

A. ~~Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. Upon final completion and acceptance of the Work in accordance with paragraph 15.06.B of the General Conditions and subject to final acceptance by District Engineer, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.B.~~

6.04 *Procedure for Change of Payment.*

Owner shall make all payments to Contractor by wire transfer ("Payment Information") as follows:

SEE ADDENDUM C TO STANDARD GENERAL CONDITIONS

Owner shall only change the Payment Information if requested orally and in writing by Christopher C. Blank. The District shall have no obligation to confirm the identity of such person. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as a result of Owner's failure to use the Payment Information when making payment.

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work and has correlated those personal observations with the requirements of the Contract Documents. Prior to execution of the Contract, the Contractor has examined the Site and satisfied itself

as to the conditions and limitations under which the Work is to be performed, including, among other things, (i) the location, surface condition, layout, and general nature of the Site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraphs, and based on such information accurately describing the actual project conditions, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement, as modified herein (pages 1 to 11, inclusive).
 - 2. Performance bond (pages 1 to 9, inclusive).
 - 3. Payment bond (pages 1 to 7, inclusive).

4. ~~Other bonds.~~
 - a. ~~___ (pages ___ to ___, inclusive).~~
5. General Conditions, as modified therein (pages 1 to 86, inclusive).
6. Supplementary Conditions, as modified therein (together, **“Supplementary Conditions”**):
 - a. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions (pages 1 to 10, inclusive).
 - b. Contractor’s On-Site Security Plan (pages 1 to 1, inclusive).
7. ~~Specifications as listed in the table of contents of the Project Manual.~~
8. Specifications and Drawings (not attached but incorporated by reference) consisting of: ~~___ sheets with each sheet bearing the following general title: _____~~ **[or]** the Drawings listed on the attached sheet index.
 - a. Construction Plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, dated July 7, 2021
 - b. Construction Plans for “Roadway & Utility Plans” – Bid Set, dated July 7, 2021
 - c. Construction Plans for “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, dated July 7, 2021
 - d. Boundary survey, prepared by Perret and Associates, Inc., dated April 13, 2018
 - e. Topographic survey, prepared by Perret and Associates, Inc., dated October 8, 2018
 - f. Hydrographic survey and associated Report of Survey, prepared by Degrove Surveyors, Inc., with the field survey conducted from February 18th through 24th, 2019 and Report dated February 22, 2019
 - g. Preliminary Report for Geotechnical Exploration, prepared by Meskel & Associates Engineering, dated October 10, 2018.
 - h. Geotechnical Engineering Report, The District IPO # 2 (Prudential Drive), prepared by ECS Florida, LLC, dated August 23, 2019.
 - i. Interim Geotechnical Engineering Report, The District IPO #3 (CRA Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 28, 2019.
 - j. Geotechnical Engineering Report, The District IPO #4 (CDD Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 30, 2019.
 - k. Brownfield Site Rehabilitation Agreement and Clean Closure Plan (BSRA), amended July 10, 2018.
 - l. Site Rehabilitation Completion Order (SRCO) with Controls dated August 17, 2017
 - m. Proposed Groundwater Monitoring Program and Hydraulic Containment System Operation Schedule, prepared by Kimley-Horn and Associates, Inc., dated May 15, 2019 (approved by FDEP May 23, 2019)
 - n. Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Addendum, prepared by Kimley-Horn and Associates, Inc., dated February 5, 2021 (approved by FDEP February 24, 2021)

- o. Dewatering Plan Modification prepared by Kimley-Horn and Associates, Inc., dated December 14, 2020
 - p. Remedial Acton Plan Modification, prepared by ECS Florida, LLC, dated February 15, 2021, (approved by FDEP February 23, 2021)
 - q. The District General Information for Health and Safety Plan Preparation, prepared by Kimley-Horn and Associates, Inc., dated January 11, 2021.
9. ~~Addenda (numbers ___ to ___, inclusive).~~
10. Exhibits to this Agreement (enumerated as follows):
- a. Direct Purchase Forms
 - b. Project Manual
 - c. Contractor's Bid Tabulation Summary dated October 25, 2021
 - d. Contractor's The District – Phase 3 Construction Schedule
 - e. Trench Safety Act Compliance Statement dated August 16, 2021
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
12. The Redevelopment Agreement among the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and Owner for Redevelopment of the JEA Southside Generator Parcel, dated July 12, 2018, together with all agreements and exhibits thereto.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[SIGNATURES TO FOLLOW]

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

This Agreement will be effective on October 27, 2021 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

District Community Development District

J. B. Coxwell Contracting, Inc.

By: 

By: _____

Title: Chairman

Title: _____

Attest: 

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

c/o DPG Management & Consulting, LLC

J. B. Coxwell Contracting, Inc.

250 International Parkway, Suite 280

6741 Lloyd Road West

Lake Mary, Florida 32746

Jacksonville, Florida 32254

General Contractor: CGC059919

Underground Utility: CUC053986

License No.: Class V Fire Lic: FPC19-000019

(where applicable)

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

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

This Agreement will be effective on October 27, 2021 (which is the Effective Date of the Contract).

OWNER:

District Community Development District

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

c/o DPFM Management & Consulting, LLC

250 International Parkway, Suite 280

Lake Mary, Florida 32746

CONTRACTOR:

J. B. Coxwell Contracting, Inc.

By:  _____

Title: V.P. OPERATIONS

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  _____

Title: VICE PRESIDENT

Address for giving notices:

J. B. Coxwell Contracting, Inc.

6741 Lloyd Road West

Jacksonville, Florida 32254

License No.: General Contractor: CGC059919
Underground Utility: CUC053986
Class V Fire Lic: FPC19-000019
(where applicable)

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

BOND NUMBER _____
(Bond Number to be inserted by the Surety)

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

Principal Business Address: 6741 Lloyd Road West, Jacksonville, FL 32254

Telephone: (____) _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: (____) _____

As to the Owner of the Property/Contracting Public Entity:

Name: The District Community Development District

Principal Business Address: c/o Development Planning & Financing Group, LLC
250 International Parkway, Suite 280, Lake Mary, Florida 32746

Telephone: (321)263-0132

Additional Obligees: The City of Jacksonville
 The Downtown Investment Authority
 Elements Development of Jacksonville, LLC

Description of project including address and description of improvements: Phase 3 –
CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)

PERFORMANCE BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that J. B. Coxwell Contacting, Inc., as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the “Surety”), are each held and firmly bonded unto the District Community Development District, a special purpose unit of local government, as Obligee (hereinafter called “CDD”), in the sum of _____ USD (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into that certain Agreement Between Owner and Constructor for Construction Contract (Stipulated Price), which along with any amendments, modifications, additions, changes, or alterations thereto, (the “Contract”), dated as of the ___ day of _____, 20 ___, for furnishing all labor, equipment and materials, and for performing all operations necessary for the construction of CDD’s Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), including, but not limited to, constructing, among other things, four new public parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks), an extension of the City of Jacksonville’s Riverwalk, an overland trail, a boardwalk, and new roadways, and performing other construction work as specified in the Contract (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract, all of which are, by this reference,

made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the CDD with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the CDD all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the CDD, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the CDD to be in default under the Contract, the CDD having performed the CDD's obligations thereunder, the Surety shall, at the CDD's sole option, take one (1) of the following actions:

- (1)** Within a reasonable time, but in no event later than thirty (30) days after the CDD's written notice of termination for default, arrange for Contractor with the CDD's consent, which shall not be unreasonably withheld, to complete the

Contract and the Surety shall pay the CDD all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default by the Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the CDD's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the CDD may elect to have the Surety determine jointly with the CDD the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the CDD, and for the Surety to make available as the Project progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the CDD to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the CDD to Contractor; (C) either way, the Surety shall pay the CDD all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default by Contractor under the Contract; or
- (3) Within a reasonable time, but in no event later than thirty (30) days from CDD's

notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the CDD and tender payment to the CDD of any amount necessary in order for the CDD to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the CDD harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the CDD for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that the CDD sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save the CDD harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the CDD a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after the CDD has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the CDD, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with

the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the CDD named herein or the heirs, executors, administrators or successors of the CDD.

[Remainder of page intentionally left blank. Signature page follows immediately.]

SIGNED AND SEALED this ____ day of _____, 20__.

ATTEST: _____ **(Contractor)**

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title
AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By _____
Its

AS SURETY

Name of Agent: _____

Address: _____

**Note: Date of Bond Must Not Be Prior to Date of Contract
Attach Power of Attorney**

EXHIBIT A – Surety Requirements

The Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

- b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance Bond Number _____ executed concurrently with this rider ("**Bond**"), it is agreed that:

_____ (insert name and address of Surety), as "**Surety**", and _____ (insert name and address of Principal), as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of the District Community Development District, as primary "**Obligee**," in connection with the Agreement Between Owner and Constructor for Construction Contract (Stipulated Price) Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), dated _____ ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligee(s): **the City of Jacksonville, the Downtown Investment Authority and Elements Development of Jacksonville, LLC** (together, "**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

[Principal]

[Title]

[Surety]

[Title]

BOND NUMBER _____
(Bond Number to be inserted by the Surety)

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: J. B. Coxwell Contracting, Inc.

Principal Business Address: 6741 Lloyd Road West, Jacksonville, FL 32254

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: The District Community Development District

Principal Business Address: c/o Development Planning & Financing Group, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746

Telephone: (321)263-0132

Additional Obligees: The City of Jacksonville
 The Downtown Investment Authority
 Elements Development of Jacksonville, LLC

Description of project including address and description of improvements: Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)

PAYMENT BOND
REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that J. B. Coxwell Contacting, Inc., as Principal, (hereinafter the “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida as Surety (hereinafter the “Surety”) are each held and firmly bonded unto the District Community Development District, a special purpose unit of local government (hereinafter the “CDD”), in the sum of _____ USD (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into that certain Agreement Between Owner and Constrctor for Construction Contract (Stipulated Price), which along with any amendments, modifications, additions, changes or alterations thereto, (the “Contract”), dated as of the _____ day of _____, 20____, for furnishing all labor, equipment and materials, and for performing all operations necessary for the construction of CDD’s Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), including, but not limited to, constructing, among other things, four new public parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks), an extension of the City of Jacksonville’s Riverwalk, an overland trail, a boardwalk, and new roadways, and performing other construction work as specified in the Contract (hereinafter referred to as the “Project”), all in strict accordance with plans and specifications and other Contract, all of which are, by this reference, made a part hereof

to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to the CDD a certified copy of the recorded bond prior to commencing the work, or before recommencing the work after a default or abandonment, in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves the CDD harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided the CDD has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the CDD to pay the Principal as required by the Contract; and

(4) Pays the CDD all losses, damages, expenses, costs and attorney's fees, including those incurred in appellate proceedings, that the CDD sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically, Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides to each of them, both of the proper

notices in accordance with the requirements of Sections 255.05(2) and (10), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, provided that such action must be subject to and in accordance with the conditions set forth in Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED further, the Surety shall report its financial condition to the Obligee from time to time, upon request. Further, the Surety shall comply with the requirements set forth in Exhibit A attached hereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SIGNED AND SEALED this _____ day of _____, 20__.

ATTEST:

Signature

Signature

Type/Print Name

Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____

Its: _____

AS SURETY

Name of Agent: _____

Address: _____

**Note: Date of Bond Must Not Be Prior to Date of Contract
 Attach Power of Attorney**

EXHIBIT A – Surety Requirements

The Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

- b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance Bond Number _____ executed concurrently with this rider ("**Bond**"), it is agreed that:

_____ (insert name and address of Surety), as "**Surety**", and J.B. Coxwell Contracting, Inc. (insert name and address of Principal), as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of the District Community Development District, as primary "**Obligee**," in connection with the Agreement Between Owner and Constructor for Construction Contract (Stipulated Price) Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) dated _____ ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligee(s): **the City of Jacksonville, the Downtown Investment Authority and Elements Development of Jacksonville, LLC** (together, "**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

[Principal]

[Title]

[Surety]

[Title]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)**

Prepared by



Issued and Published Jointly by



Endorsed by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits

and/or other similar approvals issued by governmental bodies, agencies, and authorities.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
49. *Redevelopment Agreement* – That certain *Redevelopment Agreement among the City, DIA, and Developer for Redevelopment of the JEA Southside Generator Parcel* dated July 12, 2018, as may be amended from time to time, and together with all agreements thereto, exhibits thereto, and that certain *Joinder Agreement dated April 23, 2019, among the Owner, City, DIA, and Developer*, whereby the Owner agreed to be bound by the terms of the Redevelopment Agreement.
50. *Disbursement Agreement* – The *CRA Infrastructure Improvements Costs Disbursement Agreement*, which is Exhibit B to the Redevelopment Agreement, as may be amended from time to time.
51. *BSRA* – That certain *Brownfield Site Rehabilitation Agreement and Clean Closure Plan and Clean Closure Plan* dated August 1, 2001, as may be amended from time to time.
52. *CDD Project* – This refers to the CDD Infrastructure Improvements as defined in the Redevelopment Agreement. The Agreement shall identify whether the Project consists of all or a portion of the CDD Project or the CRA Project.
53. *CRA Project* – This refers to the CRA Infrastructure Improvements as defined in the Redevelopment Agreement. The Agreement shall identify whether the Project consists of all or a portion of the CDD Project or the CRA Project. The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) consists of a portion of the CRA Project.
54. *Indemnitees* – Include, together, the Owner, the City of Jacksonville (“City”), Downtown Investment Authority (“DIA”), Elements Development of Jacksonville, LLC (“Developer”), Preston Hollow Capital, LLC, and their respective officers, directors, Supervisors, Board Members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals.
55. *Bid Alternate Improvements* – those certain public roadway hardscape, public roadway landscaping and irrigation, Riverwalk extension, boardwalk, public park, restroom/maintenance facility, Central Riverfront Park art, interactive kiosks, and playground and exercise equipment improvements, as further identified in Contractor’s Bid Tabulation Summary.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement

indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or

elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall

take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation). In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall submit a Request for Information to the Engineer within a reasonable amount of time after discovery for clarification of the perceived ambiguity(s), however, unless the RFI response provides otherwise, the Contractor shall (i) provide the better quality or greater quality of Work, or (ii) comply with the more stringent requirement, either or both in accordance with the Engineer's interpretation.

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price, provided however that Contractor first furnishes Owner with written notice of any such delay, disruption or interference and Owner fails to promptly cure such delay, disruption or interference. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such

adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price, provided however that any such equitable adjustment to Contract Price shall be limited to actual direct costs incurred by Contractor (and Owner shall not be responsible for consequential damages, including but not limited to lost profits, overhead, opportunity costs, or other similar costs). Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 3. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of Contractor unless otherwise specified in writing signed by both Parties. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claim, and against all liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. ~~€~~Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site and from which the Engineer prepared the Contract Drawings and Specifications;
 - 2. ~~€~~Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities);), and from which the Engineer prepared the Contract Drawings and Specifications; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Contractor warrants it has, by careful examination as permitted by Owner, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen (and excluding unforeseen) risks, hazards, and difficulties in connection therewith.

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, ~~investigation, exploration,~~ test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site, if any, is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. The information and data shown or indicated in the Contract Documents shall not relieve Contractor of its obligations to contact local utilities and confirm existing utility locations (Florida's Call Before You Dig Law). ~~Unless it is otherwise expressly provided in the Supplementary Conditions:~~
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

- d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
 - C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 - D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
 - E. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide

Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the ~~fullest~~ extent permitted by Laws and Regulations, but without waiving any limitations of liability set forth in Section 768.28, Florida Statutes or other provisions of law, Owner shall indemnify and hold harmless Contractor, and Subcontractors, and Engineer, and the officers, directors, members, partners, employees, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, ~~defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~ from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) to the extent arising out of or relating to the negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition to the extent created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond in the forms included as part of the Contract Documents (or, at the Owner's election, an alternative form agreed to by the parties and approved by the Downtown Investment Authority), and each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect for the duration provided for in the bonds~~until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract.~~ Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts. The surety must be from a surety company acceptable to the Owner.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. ~~Foreign voluntary worker compensation (if applicable).~~
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for ~~three~~ ten years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and ~~three~~ ten years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than ~~thirteen~~ ten years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner, ~~and~~ Engineer, the City, DIA, the Developer, Preston Hollow Capital, LLC, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, officials, managers, Board members, Council members, staff, supervisors, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of ~~twoten~~ ten years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ~~1030~~ 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or

replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner, and Contractor as named insureds, and any individuals or entities required by the Supplementary Conditions, including but not limited to the City, DIA, and/or Developer, to be insured under such builder's risk policy, as insureds or named insureds and/or loss payees, at the Owner's option. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ~~10~~30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may

come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:~~
 - 1. ~~loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
 - 2. ~~loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.~~

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays,

Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

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

7.03 *Services, Materials, and Equipment*

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

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service;
and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times;
and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution.

The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. ~~On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.~~
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- P. Contractor shall promptly notify Owner in writing of any dispute between Contractor and any Subcontractor or Supplier, and Contractor shall take reasonable action to resolve any such dispute within 30 days of becoming aware of it.

7.07 *Patent Fees and Royalties*

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

~~them~~ from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) to the extent arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

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

7.10 *Laws and Regulations*

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

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written

interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress. Among other requirements, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and

Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication

separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or

Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

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

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer (or other similar acceptance by Owner);
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. Contractor shall assign to Owner all warranties extended to Contractor by Suppliers and Subcontractors. If an assignment of warranty requires the Supplier or Subcontractor to consent to same, then Contractor shall secure the Supplier's or Subcontractor's consent to assign said warranties to Owner.
- F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 *Indemnification*

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

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, and for breach of Contract, Contractor shall indemnify, hold harmless, and defend Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- D. The total liability of Contractor arising under, in connection with, or out of this Agreement, whether in contract, tort, or any legal theory of recovery, shall be limited to the greater of any applicable insurance limits under this Agreement or \$20,000,000 (Twenty Million Dollars and No Cents) as provided in Section 6.02 of these Standard General Conditions. The parties agree that, pursuant to Section 725.06, Florida Statutes (to the extent applicable), this monetary limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.
- E. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO OWNER UNDER THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES, AS AMENDED.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, 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 Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design

professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. an itemization of the specific matters to be covered by such authority and responsibility; and
3. the extent of such authority and responsibilities.

All contractors and subcontractors shall be required to use good faith efforts to coordinate their respective performance of any work at or adjacent to the Site.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination with assistance from Contractor.

8.03 *Legal Relationships*

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

or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

9.05 *Lands and Easements; Reports, Tests, and Drawings*

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions

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

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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

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

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must

submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.
- B. Owner and Contractor acknowledge that certain Bid Alternate Improvement work was included within the Work and Contract Price based on the allowances provided below, despite the construction plans for the Bid Alternate Improvements not being complete as of the Effective Date of this Contract. Considering such, notwithstanding anything else provided herein, Contractor and Owner reserve the right to subsequently negotiate a final price and schedule for the Bid Alternate Improvements. Any changes in the Contract Time or Contract Price due to such negotiations shall comply with this Article 11, including but not limited to submission of a Change Order. Any final pricing agreed to by Contractor and Owner shall include any necessary increases in the amount of the performance bond and payment bond provided by Contractor hereunder. Such Bid Alternate Improvements will be subject to one or multiple subsequently issued Notices to Proceed. Further, and in addition to Owners rights under Paragraph 11.02.A. and not in limitation thereof, the Owner reserves the right, in its sole and absolute discretion, to remove the Bid Alternative Improvements from the scope of the Work and Contractor shall have no recourse or claim whatsoever for damages against the Owner for such removal. The allowances for the Bid Alternate Improvements provided herein are:
 1. Public Roadways Hardscape: \$3,425,000
 2. Public Roadways Landscaping and Irrigation: \$590,000
 3. Riverwalk Extension: \$1,903,000
 4. Boardwalk: \$1,960,000
 5. Public Parks: \$3,100,000
 6. Restroom/Maintenance Facility: \$1,250,000

7. Central Riverfront Park Art: \$2,000,000
8. Interactive Kiosks: \$500,000
9. Playground and Exercise Equipment: \$1,000,000

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the

maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal or the end of the event giving rise to the Change Proposal, whichever occurs later. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. ~~The provisions of this Paragraph 13.01 are used for two distinct purposes:~~
- ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or~~
 - ~~To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.~~
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
- Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 - Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
 - a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - b. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - d. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - f. The cost of utilities, fuel, and sanitary facilities at the Site.
 - g. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* ~~When the Work as a whole is performed on the basis of cost plus, Contractor's fee shall be determined as set forth in the Agreement.~~ When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary

determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

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

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

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

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

14.03 *Defective Work*

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

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if

Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, without prejudice to other remedies the Owner may have, after seven days written notice to Contractor, correct or remedy any such deficiency.

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

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~

As an absolute condition precedent to payment from Owner to Contractor, Contractor shall furnish and submit to Owner a complete, accurate and up-to-date list of all Subcontractors and/or Suppliers (together, "List of Subcontractors") in writing furnishing labor or material, or both, in connection with the Work as well as the total amount paid to each Subcontractor and/or Supplier as of the date of the Application for Payment. Contractor shall furnish the List of Subcontractors together with each and every Application for Payment submitted to Owner. Each List of Subcontractors furnished to Owner shall be dated the same date as the Application for Payment with which it is submitted and shall be complete and accurate through such date. Contractor shall not be entitled to receive payment pursuant to its Application for Payment until a List of Subcontractors has been furnished to Owner therewith and Contractor has complied with all other contractual conditions precedent to receipt of payment.

As an additional condition precedent to payment from Owner to Contractor, Contractor shall furnish to Owner together with each and every Application for Payment, a Lien Waiver and Release for all potential lienors, including all Subcontractors and Suppliers identified in the List of Subcontractors furnished to the Owner together with the same Application for Payment. All Lien Waivers and Releases provided by a Subcontractor or Supplier and furnished to the Owner by the Contractor shall waive and release any claim of lien for labor and/or materials provided by such Subcontractor or Supplier up through the date of the Pay Application and shall be in the form acceptable to the Owner or as required by the applicable law of the state where the project is located. Owner shall agree to accept conditional waivers/releases or liens from potential lienors and those identified in the List of Subcontractors (exclusive of the Contractor) to satisfy this condition of payment, however, if the Contractor provides any conditional waivers/releases of lien, the Contractor must replace the conditional waivers/releases of lien with unconditional waivers/releases of lien in the following Application for Payment. Contractor shall not be entitled to receive payment pursuant to its Application for Payment until it has provided a Lien Waiver and Release as provided herein. Contractor understands and agrees that satisfaction of these conditions is an absolute condition precedent to Owner's obligation to make payment to Contractor.

All such Lien Waivers shall be in a form compliant with Section 255.05, Florida Statutes, and, because no lien rights are available, shall be waivers of the right to claim against the payment bond, as described in Section 255.05, Florida Statutes.

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

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;

- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver

to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes ("Payment Act"), such Payment Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Payment Act in order for the Owner to review any punch lists and make payment.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment:*

After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection, and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

1. The final Application for Payment shall be accompanied (except as previously delivered) by (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible (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 Supplier warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor or Supplier 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, (7) submission by the Contractor to the Engineer and the Owner of as-built drawings, (8) submission by the Contractor to the Owner of a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, as well as the total amount paid to each Subcontractor and Supplier on the Project (9) submission by the Contractor to the Owner of an indexed, loose-leaf binder of complete installation, operation and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work and operation and maintenance manuals in accordance with the City or JEA specifications, (10) submission by the Contractor to the Owner, in an indexed, loose-leaf binder, of all inspection reports, permits and temporary and final certificates of occupancy (or equivalent) and licenses necessary for the occupancy of the project, (11) Conditional Waiver and Release of Lien Upon Final Payment (at a

minimum compliant with § 255.05, Fla. Stat., § 713.20 Fla. Stat., or other applicable law) from itself as well as all subcontractors and suppliers providing labor, services or material to the Project, with Unconditional Waivers to be provided within ten calendar days, (12) a Contractor's Final Affidavit if required by state law where the Project is located (§ 713.06 Fla. Stat.), and (13) any and all other items required pursuant to the Contract Documents, including test and inspection reports, a current certificate of insurance, permits, certificates of occupancy, and as-builts. If requested, Owner shall provide reasonable assistance to Contractor in preparing the forms of affidavits and/or certifications required pursuant to this paragraph.

~~a. all documentation called for in the Contract Documents;~~

~~b. consent of the surety, if any, to final payment;~~

~~c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.~~

~~d. a list of all disputes that Contractor believes are unsettled; and~~

~~e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.~~

- ~~2. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.~~

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final

payment. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other documents required under Section 7.11 have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within ~~one~~two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and

replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose. The establishment of the time period of two years after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations other than specifically to correct the Work.
- F. Contractor shall cooperate with the Owner to provide a warranty inspection of the Work, which shall be held approximately 11 months and/or 23 months (at the Owner's option) after Substantial Completion of all the Work, and with representatives of the DIA (as the Work relates to the CRA Project).

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.
- H. In the event Owner improperly terminates this Contract for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 16.03 below.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. ~~In such case, Contractor shall be paid for (without duplication of any items):~~
 1. ~~completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

2. ~~expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
3. ~~other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, including costs reasonably incurred by Contractor relating to commitments which became firm prior to termination, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss, or any other consequential damages of any kind, arising out of or resulting from such termination.

Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;
5. Complete performance of any Work which is not terminated; and
6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to

be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

- C. In the event that Contractor intends to terminate this Contract due to a default by the Owner, Contractor agrees that the City, DIA,¹ U.S. Bank National Association as Owner's bond trustee ("Bond Trustee"), or Developer may elect, in their individual sole discretion, either (i) to cure the default, and accede to the rights and obligations of the Owner under the Contract for the purpose of ensuring the completion of the Project; or (ii) alternatively, to cause the Contract to be terminated, take over the Work, and use an alternative contractor for that purpose. That said, the Owner shall not be released from its obligations under such Contract, and the City, DIA, Bond Trustee, and Developer shall not be obligated to take any action with respect to the Contract, or be subject to any liability thereunder, irrespective of any default thereunder by Owner.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

¹This provision provides rights to the City and DIA only to the extent contemplated by the Redevelopment Agreement.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located. Venue for any dispute arising under this Contract shall lie exclusively in the circuit court in and for Duval County, Florida.

18.08 *Headings*

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

18.09 Sovereign Immunity

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

18.10 Third Party Beneficiaries

Bond Trustee, Developer, the City, and DIA,² shall be third party beneficiaries of this Contract, with the right to enforce all warranties, performance bonds, insurance, indemnification, and other provisions of this Contract.

18.11 Assignment of Warranties

- A. Contractor shall assign to Owner or Owner's designee all warranties extended to Contractor by Subcontractors and Suppliers. If an assignment of warranty requires the Supplier and/or Subcontractor to consent to same, then Contractor shall secure the Supplier's and/or Subcontractor's consent to assign said warranties to Owner.
- B. As noted in Section 18.10, the Owner, Bond Trustee, the City, DIA,³ and Developer shall be beneficiaries under all warranties (if any) set forth in this Contract and any contracts with Subcontractors and Suppliers, as applicable. Contractor shall reasonably cooperate with the Owner to assign and deliver all warranties under the Agreement and any Subcontractor and Supplier agreements to the Owner's designees. All such warranties shall name the Owner, Bond Trustee, the City, DIA and Developer as beneficiaries.

18.12 Direct Purchase of Materials

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

² This provision provides rights to the City and DIA only to the extent contemplated by the Redevelopment Agreement.

³ This provision provides rights to the City and DIA only to the extent contemplated by the Redevelopment Agreement.

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

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

18.13 Construction Defects.

CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

18.14 Public Records

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o PATRICIA COMINGS-THIBAUT, DPFM MANAGEMENT & CONSULTING, LLC, PATRICIA-COMINGS-THIBAUT@DPFM.COM, (321)263-0132, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.

18.15 Restriction on Removal of Fill Dirt from Work Site

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

18.16 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this section:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

18.17 Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with

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

Contractor represents that in entering into this Contract, the Contractor, nor any of its Subcontractors or Suppliers, has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor, or Subcontractors or Suppliers, is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated in whole or in part by the Owner for cause.

18.18 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents, or any Subcontractors or Suppliers, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.473, Florida Statutes, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria and in the event such status changes, Contractor shall immediately notify Owner whereupon this Contract may be terminated in whole or in part by the Owner for cause.

18.19 Audits.

Notwithstanding anything to the contrary herein, Contractor shall maintain comprehensive books, records and documents (including electronic storage media) relating to any services performed under this Contract and for a period of at least six years from and after completion of final payment for any services hereunder, or such other period as required by law, whichever is later ("Audit Term"). If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the Audit Term shall be deemed extended and the books, records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract, at no additional cost to Owner. The Contractor agrees that Owner or any of its duly authorized representatives shall, until the expiration of the Audit Term, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract. The Contractor agrees that payment made under the Contract shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. Further, the Contractor shall comply with all audit, inspections, investigations and record keeping requirements set forth in the Redevelopment Agreement (including but not limited to at Section 10.21), which are hereby incorporated by this reference and shall be incorporated into all subcontracts with Subcontractors and Suppliers.

18.20 Non-Discrimination Provision.

In conformity with the requirements of Section 126.404, Ordinance Code, the Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin,

age or handicap, in all areas of employment relations, throughout the term of this Contract. The Contractor agrees that, on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files.

18.21 Publicity.

Except to the extent necessary to perform its obligations under this Contract, and/or to respond to any public records request or other legally required disclosure, Contractor shall not, without the prior written consent of the Owner, discuss, publicize, or otherwise disclose the existence or terms of this Contract, with anyone except authorized professional representatives (including without limitation auditors and legal representatives) of Contractor, regulatory agency staff, representatives of Developer, and any other contractors or consultants hired by the Owner. Contractor shall not use Owner's name, trademarks, or logos in any written materials, including without limitation press releases, or advertisements, without Owner's prior written consent, unless necessary for Contractor to perform its services or as required by law.

18.22 Brownfield Site Rehabilitation Agreement

Contractor acknowledges that there are, or may be, certain environmental obligations and risk with respect to the project site. Specifically, without limitation, Contractor acknowledges that the project site is a "brownfield site" and is subject to that certain BSRA. Contractor acknowledges that under the BSRA and Laws and Regulations, the project site is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies ("**BSRA Requirements**"). In connection with the BSRA and BSRA Requirements, the following documents were recorded in the public records of Duval County, Florida and encumber the all or portions of the Site: the Declaration of Restrictive Covenant dated February 12, 2013, in Official Records Book 16254, page 1001 of the public records of Duval County, Florida, as amended by that certain First Amendment to Declaration of Restrictive Covenant dated August 25, 2014, in Official Records Book 16922, page 294 of the public records of Duval County, Florida, as may be amended (collectively, the "**BSRA Declaration**"). Contractor acknowledges and agrees that all services provided under this Contract shall be conducted in a manner consistent with and in compliance with the BSRA, the BSRA Requirements, the BSRA Declaration, the FDEP Closure Order (as defined in the Redevelopment Agreement), and applicable environmental and other Laws and Regulations applicable to the project site.

18.23 No Lien Rights

Contractor agrees that Owner is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner or the Owner's property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project.

18.24 Pre-Construction Meetings; Critical Path Diagram; CRA Project

This section applies only to the CRA Project. The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) consists of a portion of the CRA Project. The Contractor shall meet

with the DIA and the Owner no later than ten (10) days prior to the date set forth in the Notice to Proceed fixing the date on which the Contract Times will commence to run for the portion of the CRA Project constituting the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). At such meeting, the Owner, with assistance from the Contractor and Engineer, shall provide to the DIA a logical network diagram describing all components of the construction of the CRA Project, including both the Phase 2 Seawall and Retaining Wall Replacement Project and the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), to be constructed, in a critical path format (“**Critical Path Diagram**”), in accordance with the Project Schedule established pursuant to the Redevelopment Agreement. The Contractor, subject to review by the Owner and Engineer, shall update the Critical Path Diagram monthly and shall submit the updated diagram with each Application for Payment. Additionally, at such meeting, the Contractor, subject to review by the Owner and Engineer, shall submit a complete schedule of values for the construction of the portion of the CRA Project constituting the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) and a projected cash flow statement for the remaining time period of the project, which shall also be updated monthly to show all items completed, and which shall also be submitted with each Application for Payment. Owner, with assistance from the Contractor and Engineer, shall provide to the DIA the schedule of values and projected cash flow statements received for the entirety of the CRA Project including both the Phase 2 Seawall and Retaining Wall Replacement Project and the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).

18.25 Additional Requirements for Applications for Payments; CRA Project

This section applies only to the CRA Project. The Contractor recognizes that the Owner intends to seek reimbursement from the DIA for the cost of the Work associated with the CRA Project. Toward that end, the Contractor shall ensure that all Applications for Payment include all of the requirements of the Contract and additionally include any items included pursuant to the Disbursement Agreement. Among other requirements, each Application for Payment shall certify in detail, reasonably acceptable to the Owner, (a) the cost of the labor that has been performed and the materials that have been incorporated into the Project under construction, and (b) the amount of the disbursement that Contractor is seeking. Each Application for Payment shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic’s and materialmen’s liens as of the date of the Application for Payment, (ii) AIA Forms G702 and G703 certified by the Contractor for the completed Project under construction, and (iii) the updated Critical Path Diagram and other documents referenced in Section 18.24 above.

18.26 Additional Requirements for Change Orders; CRA Project

This section applies only to the CRA Project. The Contractor acknowledges that the Owner must coordinate any material amendments to the Contract with the DIA pursuant to Section 7.10 of the Disbursement Agreement. The Contractor agrees to cooperate and assist the Owner with this process, and shall take into account any additional time when preparing schedules as well as preparing and implementing any Change Orders.

18.27 Jacksonville Small and Emerging Businesses

The Contractor acknowledges that pursuant to Section 7.26 of the Disbursement Agreement the Owner must comply with Municipal Ordinance Code Sections 126.601 et seq. Toward that end, the Contractor agrees to cooperate and assist the Owner in fulfilling this requirement by (i) entering into contracts with DIA-certified Jacksonville Small and Emerging Businesses (“**JSEB**”) to provide materials or services in an aggregate amount of at least twenty percent (20%) of the Contract Price (“**JSEB Goal**”), as determined in consultation with the Owner; or (ii) demonstrate “**Good Faith Efforts**” were made to achieve the JSEB Goal, in accordance with and as further described in Code Sections 126.601 et seq. Additionally, Contractor agrees to cooperate and assist the Owner with any JSEB related reporting requirements pursuant to the Redevelopment Agreement and/or Disbursement Agreement.

18.28 TIME IS OF THE ESSENCE.

The Contractor recognizes and agrees that the Owner must complete the CDD Project and CRA Project by the timelines outlined in the Project Manual and that the failure to do so may result in the loss of millions of dollars of funding pursuant to the terms of the Redevelopment Agreement. Accordingly, TIME IS OF THE ESSENCE with respect to the design and construction of the CDD Project and CRA Project.

18.29 Escalation.

The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for construction materials is considered to be volatile, and sudden price increases could occur. The Contractor agrees to use his best efforts to obtain the lowest possible prices from available construction material Suppliers. However, the Contract Price may be adjusted in the event extraordinary or highly inflationary increases in the costs of the occur during the Project, through no fault of Contractor, and would result in a substantial inequity to Contractor without such adjustment. Specified materials and indexes will be identified at the time of entering into the Standard Form of Agreement having either a Lump Sum Price or a Cost Plus with Guaranteed Maximum Price.

18.30 Additional Notice to the City and DIA under Article 16.

Any party providing notice pursuant to Article 16 of these General Conditions shall additionally provide notice to the City and the DIA using the contact information included in Section 10.3 of the Redevelopment Agreement.

18.31 E-Verify Requirements

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

If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the Subcontractor agreement without first receiving an affidavit from the Subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the 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 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, 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 Contract, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Contract.

18.32 Playground Equipment.

This Contract requires the purchase and installation of certain playground equipment by Contractor (the “**Playground Equipment**”). Contractor acknowledges that Owner is evaluating Playground Equipment from several different Playground Equipment vendors (the “**Playground Equipment Vendors**”). By entering into this Contract with Owner, Contractor hereby agrees to purchase the Playground Equipment from one or more of the Owner’s preferred Playground Equipment Vendors, or from another vendor providing substantially equivalent playground equipment; except, however, that if Contractor intends to purchase and install playground equipment that Contractor reasonably believes to be substantially equivalent to the Playground Equipment, Contractor shall first obtain written approval of same from Owner, which Owner may grant or withhold in its sole and absolute discretion.

18.33 Artist Subcontract.

The Contract requires the design, fabrication, and installation of certain artwork (the “**Art Project**”) on certain City properties located within the District. The Art Project will be funded by the DIA consistent with the Redevelopment Agreement. Owner has already engaged THEVERYMANY, LLC, a New York limited liability company (“**TVM**”), to undertake conceptual design of the Art Project. At such time as directed to do so by Owner, Contractor hereby agrees to enter into a subcontract with TVM for the design, fabrication, and installation of the Artwork that is substantially in the form provided in the Project Manual, and to act as agent for the District in connection with said subcontract.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)**

**SUPPLEMENTARY CONDITIONS RELATING TO
INSURANCE REQUIREMENTS, SUBSURFACE CONDITIONS, AND HAZARDOUS CONDITIONS**

The following supplements establish insurance limits and other requirements relating to Article 6 of the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700 (Rev. 1), 2013 Edition (the “**General Conditions**”), as well as identify certain reports relating to subsurface conditions and hazardous conditions at the site, which reports relate to Article 5 of the General Conditions. Other changes have been marked directly in underlined and strike-through on the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

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

- a. Boundary survey, prepared by Perret and Associates, Inc., dated April 13, 2018
- b. Topographic survey, prepared by Perret and Associates, Inc., dated October 8, 2018
- c. Hydrographic survey and associated Report of Survey, prepared by Degrove Surveyors, Inc., with the field survey conducted from February 18th through 24th, 2019 and Report dated February 22, 2019
- d. Geotechnical Report for the School Board Parking at The District, prepared by ECS Florida, LLC, dated May 16th, 2019
- e. Preliminary Report for Geotechnical Exploration, prepared by Meskel & Associates Engineering, dated October 10, 2018.
- f. Geotechnical Engineering Report, The District IPO # 2 (Prudential Drive), prepared by ECS Florida, LLC, dated August 23, 2019.
- g. Interim Geotechnical Engineering Report, The District IPO #3 (CRA Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 28, 2019.
- h. Geotechnical Engineering Report, The District IPO #4 (CDD Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 30, 2019.

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

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

Pursuant to paragraphs 5.06.A and 5.06.B., the following reports and drawings related to Hazardous Environmental Conditions at the Site are known to Owner:

- a. Brownfield Site Rehabilitation Agreement and Clean Closure Plan (BSRA), amended July 10, 2018.
- b. Site Rehabilitation Completion Order (SRCO) with Controls dated August 17, 2017
- c. Proposed Groundwater Monitoring Program and Hydraulic Containment System Operation Schedule, prepared by Kimley-Horn and Associates, Inc., dated May 15, 2019 (approved by FDEP 23, 2019)
- d. Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Addendum, prepared by Kimley-Horn and Associates, Inc., dated February 5, 2021 (approved by FDEP February 24, 2021)
- e. Dewatering Plan Modification prepared by Kimley-Horn and Associates, Inc., dated December 14, 2020
- f. Remedial Action Plan Modification, prepared by ECS Florida, LLC, dated February 15, 2021, (approved by FDEP February 23, 2021)
- g. The District General Information for Health and Safety Plan Preparation, prepared by Kimley-Horn and Associates, Inc., date January 11, 2021.

ARTICLE 6 – BONDS AND INSURANCE

6.03 Contractor's Liability Insurance

Add the following new paragraphs after Paragraph 6.03.J. of the General Conditions:

- K. The limits of liability for the insurance required by this paragraph 6.03 shall provide coverage for not less than the following amounts:
 1. Workers' Compensation under Paragraph 6.03.A. of the General Conditions:
 - a. State Worker's Compensation and Employer's Liability – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
 - b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) (only required to the extent applicable) – Greater of statutorily required amount or \$1,000,000
 2. Commercial General Liability Insurance under Paragraph 6.03.B. of the General Conditions, which includes Contractual Liability Insurance under Paragraph 6.03.C. of the General Conditions:
 - a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$2,000,000

- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$2,000,000
 - c. Products-Completed Operations – \$2,000,000
 - d. Personal and Advertising Injury – \$2,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
3. Automobile Liability under paragraph 6.03.D. of the General Conditions:
- a. Bodily Injury:

Each Person	<u>\$1,000,000</u>
Each Accident	<u>\$1,000,000</u>
 - Property Damage:

Each Occurrence	<u>\$1,000,000</u>
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4. Pollution Insurance, and Pollution Legal Liability (covering third-party injury and property damage claims, including clean-up costs) \$5,000,000
5. Protection and Indemnity (Watercraft) (provided however that the Contractor shall only provide such insurance if and when applicable to the Work)
- | | |
|-----------|--------------------|
| Insurance | <u>\$1,000,000</u> |
|-----------|--------------------|
6. Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)
- a. General Aggregate \$15,000,000
 - b. Each Occurrence \$15,000,000
- L. The Contractor’s commercial general liability, contractual liability, automobile liability, umbrella, and pollution liability policies shall include and list as additional insureds the following: all of the Indemnitees and Kimley-Horn & Associates, Inc., and its respective officers, directors, members, partners, employees, agents, consultants, managers, staff, supervisors, and subcontractors.
- M. Such insurance as listed above is in addition to all other insurance required under the Contract. Further, the Contractor shall comply with the provisions of the General Conditions and these Supplementary Conditions as they relate to insurance requirements, provided that Contractor shall additionally satisfy the insurance requirements set forth in **Exhibit P** of the Redevelopment Agreement to the extent such insurance requirements are greater than those set forth in the General Conditions and Supplementary Conditions.

EXHIBIT P – REDEVELOPMENT AGREEMENT

**Exhibit P
Insurance Requirements of Developer and CDD**

Without limiting its liability under this Agreement Contract, the Developer, CDD or its General Contractor (for this Exhibit P, collectively the “**Contractor**”) shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker’s Compensation Employer’s Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products & Comp. Ops. Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
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The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Contractor shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Design Professional Liability \$15,000,000 per Claim
\$15,000,000 Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a ten (10) year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Such insurance shall be on a form acceptable to the City's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: Developer, Contractor, the City, and respective members, officials, officers, employees and agents, the Engineer, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability \$5,000,000 per Loss
\$5,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of DIA and the City of Jacksonville and their respective members, officials, officers employees and agents.
- C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DIA, the City or any DIA or City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will DIA or the City of Jacksonville and their members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to DIA, City or DIA's or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. Waiver/Estoppel. Neither approval by DIA or City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.
- G. Certificates of Insurance. Contractor shall provide the DIA and City Certificates of Insurance that shows the corresponding DIA Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the DIA and City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the DIA or City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Agreement and this Exhibit P to its Insurance Agent affirming: (1) that the Agent has personally reviewed the insurance requirements of the Project Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

Bonds and Other Performance Security. CDD shall not perform or commence any construction services for the CRA Infrastructure Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to DIA and City: Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Design-Builder shall provide to DIA and City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for each Public Infrastructure Improvement performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the CRA Infrastructure Improvements. No qualification or modifications to the Bond forms are permitted.

To be acceptable to Owner as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

- 1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- 2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- 3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- 4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
- 5. If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best's Key Rating Guide.

CONTRACT AMOUNT		RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV	
\$1,000,000 TO \$2,500,000	A-	CLASS V	
\$2,500,000 TO \$5,000,000	A-	CLASS VI	
\$5,000,000 TO \$10,000,000	A-	CLASS VII	
\$10,000,000 TO \$25,000,000	A-	CLASS VIII	
\$25,000,000 TO \$50,000,000	A-	CLASS IX	
\$50,000,000 TO \$75,000,000	A-	CLASS X	

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

PHASE III SITE SECURITY DISTRICT PLAN

When hiring employees for J.B. Coxwell Contracting, Inc., a potential employee will apply online first. Our HR department will send out a list of these potential employees to our foreman and superintendents. If they would like to move forward with a potential employee, HR Department will run background checks, MVR, and sex offender reports. After these are reviewed for compliance, HR will follow up with them and schedule a drug test. If negative results come back, Management will interview the potential employee. If they are hired on at this point, HR will schedule them to attend orientation where they will receive 4 hours of sexual harassment and safety training, our benefits, and their PPE. After they complete this, they are assigned to a crew.

As far as onsite security, there is an existing chain link fence around the perimeter of the site. The plans call for relocating it and adding 2 new manual gates. Until the relocation, JBCCI will lock the existing gate with our locks. Once the new fence and gates are constructed, JBCCI will continue to use our locks on the new gates. Additionally, since Phase I is now complete this temporary fence will be installed at the perimeter of landscaping and back of curb. No gates will be installed on the temporary fence allowing direct entrance to the project limits.

The gates will be locked when there is no work to be performed. No work will be performed without direct supervision by JBCCI, including subcontractors.

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the

governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may

be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) to ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the

vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming

Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ Tax Exempt

6. Shipping and handling insurance cost. \$ 0

7. Delivery dates as established by CONTRACTOR. _____

OWNER: The District – A Community Development District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

The District - A COMMUNITY DEVELOPMENT DISTRICT

“Owner”		“Seller”	
Owner:	The District CDD	Seller:	
Address:	250 International Parkway, Suite 280 Lake Mary, FL 32746	Address:	
Phone:	(321) 263-0132 Ext 4206	Phone:	

“Project”			
Project Name:		Contract Date:	
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$

Certificate of Exemption #85-8017689050C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Owner

By: _____

Name: _____

Title: _____

Date Executed: _____

Seller

By: _____

Name: _____

Title: _____

Date Executed: _____

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT A

[attach proposal]

EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2017). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Parkland Preserve Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number **85-8017689050C-1**, affirms that the tangible personal property purchased pursuant to Purchase Order Number **2019-XX** from _____ (Vendor) on or after _____, will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (***You must initial each of the following requirements.***)

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

The District – A Community Development District
Purchaser's Name

Date

Federal Employer Identification Number: 83-3179785

Telephone Number: (321) 263-0132 ext. 4205

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

PROJECT MANUAL

REQUEST FOR PROPOSALS

**PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL,
BOARDWALK, AND ROADWAYS)**

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

July 7, 2021

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)**

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PART I. (A) NOTICE OF REQUEST FOR PROPOSALS

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
Duval County, Florida**

The District Community Development District (“**District**” or “**CDD**”), located in the City of Jacksonville, Duval County, Florida, hereby announces that it is soliciting proposals to provide labor, materials, equipment and construction services in connection with the development of Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) of the District’s capital improvement plan. The land within the District is being developed into a 32-acre mixed-use development, which is intended to revitalize the “South Bank” area along the St. John’s River in the City of Jacksonville. The Projects (defined herein) will deliver public infrastructure for the mixed-use development and are intended to include roadways, parking facilities, utilities, earthwork and environmental improvements, stormwater management improvements, Seawall and Retaining Wall Replacement improvements, landscaping, signage, lighting, and other similar infrastructure. The Projects include public infrastructure for the District (“**CDD Project**”), as well as public infrastructure for the City of Jacksonville’s Downtown Investment Authority (“**CRA Project**,” together with the CDD Project, “**Projects**”). Presently, the District is only soliciting proposals for the CRA Project portion of Phase 3 (Parks, Riverwalk, Trail, Boardwalk, and Roadways), which consists of constructing, among other things, four new public parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks), an extension of the City of Jacksonville’s Riverwalk, an overland trail, a boardwalk, and new roadways, as shown in the District’s construction plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, “Roadway & Utility Plans” – Bid Set, and “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, all dated July 7, 2021.”

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from DistrictPhase3RFP@kimley-horn.com and are expected to be available beginning **July 8, 2021, at 11:00 a.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at DistrictPhase3RFP@kimley-horn.com.

There will be a **mandatory pre-proposal conference on Friday, July 16, 2021 at 1:00 pm** at the site location (or at an alternative location to be determined and announced). Attendance at the pre-proposal conference is mandatory, and all proposers must request a copy of the Project Manual no later than the time of the pre-proposal conference.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in

good standing, and be authorized to do business in the City of Jacksonville, Duval County and the State of Florida. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

Firms desiring to provide services for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) must submit ten (10) originals and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **August 6, 2021, at 11:00 a.m. (EST) (“Proposal Deadline”)**, at the offices of the District Engineer, c/o Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258 (**“District Engineer’s Office”**) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “PROPOSAL FOR CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS).” The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 5 business days of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contracts (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline and at the District Engineer’s Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District’s Board of Supervisors (**“Board”**) will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. *Due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, the meeting will be conducted in accordance with CDC guidelines. Further, participants may attend the meeting telephonically by dialing 1-904-828-3900.* A speaker telephone will be present at the above location so any Board Supervisor or staff member or the public can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Engineer's Office at 1-904-828-3900, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com, with e-mail copies to Patricia Comings-Thibault, District Manager, at pthibault@dpfgmc.com, and Jere Earlywine and Brooke Lewis, District Counsel, at jeree@hgslaw.com and brookel@hgslaw.com. No phone inquiries please.

PART I. (B) INSTRUCTIONS TO PROPOSERS

ANY PROTEST OF THIS PROJECT MANUAL MUST BE FILED WITH THE DISTRICT WITHIN FIVE (5) CALENDAR DAYS (EXCLUDING SATURDAYS, SUNDAYS, AND STATE HOLIDAYS) OF POSTING OF THE PROJECT MANUAL, TOGETHER WITH A PROTEST BOND IN A FORM ACCEPTABLE TO THE DISTRICT AND IN THE AMOUNT OF \$150,000, AND FOLLOWED WITHIN SEVEN (7) CALENDAR DAYS (INCLUDING SATURDAYS, SUNDAYS, AND STATE HOLIDAYS) BY A FORMAL WRITTEN PROTEST STATING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH SUCH PROTEST IS BASED. FAILURE TO TIMELY FILE A PROTEST, OR FAILURE TO TIMELY POST A PROTEST BOND, WILL RESULT IN A WAIVER OF PROCEEDINGS UNDER CHAPTER 190, *FLORIDA STATUTES*, AND OTHER LAW.

General Instructions

1. OVERVIEW. The District Community Development District (“**District**” or “**CDD**”), located in the City of Jacksonville, Duval County, Florida, is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements. The District is soliciting (i.e., this “**Request for Proposals**” or “**RFP**”) proposals (“**Proposal(s)**”) for contractors (“**Proposer(s)**”) to provide labor, materials, equipment and construction services in connection with the development of the District, which consists of two separate public infrastructure projects, known as the “**CDD Project**” and “**CRA Project**” (together “**Projects**”). The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) constitutes a portion of the CRA Project.

By way of background, and in July 2018, the City of Jacksonville (“**City**”), the Downtown Investment Authority (“**DIA**”) and Elements Development of Jacksonville, LLC (“**Developer**”) entered into that certain *Redevelopment Agreement for Redevelopment of the JEA Southside Generator Parcel* (“**Redevelopment Agreement**”). The District later joined the Redevelopment Agreement. Pursuant to the Redevelopment Agreement, the parties intend to redevelop a 32-acre parcel of land along the south bank of the St. Johns River in the City of Jacksonville into a mixed-use development, including 950 residential units, 200 hotel rooms, 200,000 square feet of office space, 121,600 square feet of retail space, and 125 marina slips.

The development will be supported by public infrastructure that will be owned by the District – i.e., the CDD Project, and by the City/DIA – i.e., the CRA Project. That said, pursuant to the Redevelopment Agreement, the District will be responsible for designing and constructing the Projects.

The CDD Project consists of certain public utilities; stormwater management facilities; new roadways, including portions of the Prudential Drive extension and Broadcast Place realignment, with enhanced sidewalks, enhanced landscaping, bike facilities, and on-street parking; other parking improvement; lighting, and underground electrical infrastructure.

Similarly, the CRA Project consists of approximately 1,900 feet of new riverfront Seawall and Retaining Wall Replacement; a top of bank extension of the Southbank Riverwalk (approximately 1,900 linear feet); approximately 1,255 linear feet of new boardwalk; approximately 1,650 linear feet of new overland trail; parks with approximately 820 linear feet of river frontage and related amenities; a new water taxi stop; extensions of existing roadways and new roadways with enhanced sidewalks, enhanced landscaping, bike facilities and on-street parking; and other facilities.

Presently, the District is only soliciting proposals for its “Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways),” which consists of constructing, among other things, four new public parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks), an extension of the City of Jacksonville’s Riverwalk, an overland trail, a boardwalk, and new roadways, as shown in the District’s construction plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, “Roadway & Utility Plans” – Bid Set, and “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, all dated July 7, 2021.” As discussed herein, the District’s Board, or an evaluation committee appointed by the Board, will evaluate and rank Proposals based on the evaluation criteria set forth herein.

Significantly, the Redevelopment Agreement imposes numerous requirements on the District relating to the Projects. The applicable requirements of the Redevelopment Agreement have been written into the forms of contract included with the Project Manual and are largely non-negotiable upon an award. ACCORDINGLY, EACH PROPOSER SHOULD CAREFULLY REVIEW THE FORMS OF CONTRACT INCLUDED HEREIN, AND, AS PART OF ITS PROPOSAL, PROVIDE ANY PROPOSED CHANGES TO THE CONTRACT FORM. IF THE PROPOSER CANNOT EXECUTE THE CONTRACTS IN SUBSTANTIALLY THE FORMS PROVIDED HEREIN, **AND BY NO LATER THAN September 3, 2021,** THEN THE PROPOSER SHOULD NOT SUBMIT A PROPOSAL. The Redevelopment Agreement also imposes certain time limitations on the delivery of the Projects, and, accordingly, **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

2. DUE DATE. Firms desiring to provide services for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) must submit ten (10) originals and one (1) electronic copy (PDF format, and all documents included on a USB flash drive) of the required Proposal no later than **August 6, 2021, at 11:00 a.m. (EST)**, at the offices of the District Engineer, c/o Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced). Proposals will be publicly opened at that time.

3. SUMMARY OF SCHEDULE. The District anticipates the following schedule for the procurement, though certain dates may be subject to change:

DATE/TIME	EVENT
<u>July 7, 2021</u>	RFP Notice is issued.
<u>July 8, 2021</u>	RFP Project Manual available upon request.
<u>July 15, 2021</u>	Deadline to challenge RFP Project Manual.

<u>July 16, 2021</u> at 1:00 p.m.	Mandatory Pre-Proposal Conference
<u>July 19</u> through <u>July 30, 2021</u> , Weekdays Only	Site inspections available. (Notify District Engineer.)
<u>July 30, 2021</u> at 11:00 a.m.	Deadline for questions.
<u>August 6, 2021</u> at 11:00 a.m.	Proposals submittal deadline.

4. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

5. INTERPRETATIONS AND ADDENDA; ZONE OF SILENCE. Any and all questions relative to this RFP or the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) shall be directed in writing by e-mail only to Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com, Patricia-Comings Thibault, District Manager, at pthibault@dpfgmc.com and Jere Earlywine and Brooke Lewis, District Counsel, at jeree@hgslaw.com and brookel@hgslaw.com. No phone inquiries please. All questions must be received no later than **July 30, 2021 at 11:00 a.m.** to be considered. Interpretations or clarifications considered necessary by the District in Proposal to such questions will be issued by addenda e-mailed to all parties recorded as having received the Project Manual. Only questions answered by formal written addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers via email and, accordingly, all Proposers should email the District Engineer at DistrictPhase3RFP@kimley-horn.com and request to be placed on the distribution list.

Except as set forth in this Section, Proposers (including Proposer’s officers, directors, employees, agents, representatives, contractors, affiliates, subsidiaries or anyone else acting on a Proposer’s behalf) should not communicate during the submission and evaluation process with any District Supervisor, evaluation committee member, staff member, or other representative of the District, or any Commissioner, director, officer, staff member, employee or other representative of the City or DIA. ANY COMMUNICATION CONTRARY TO THE REQUIREMENTS OF THIS SECTION MAY CAUSE AN INDIVIDUAL FIRM, OR TEAM, TO BE DISQUALIFIED FROM PARTICIPATING.

Completing the Proposal

6. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on the Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and

that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

7. PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer’s approach to completing the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) described in the scope of work provided herein.
- B. A completed Proposal Form, including but not limited to, the forms addressing: General Information, Personnel & Equipment, Experience, Financial Capacity, Pricing, Construction Schedule, Sworn Statement on Public Entity Crimes, Sworn Statement Regarding Scrutinized Companies, Sworn Statement Regarding Jacksonville Small and Emerging Businesses (“JSEB”) and Affidavit Regarding Proposal.
- C. In connection with completing the Proposal Form, Proposer shall:
 - 1. List position or title and corporate responsibilities of key management or supervisory personnel. For each manager and/or supervisor who will work on the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways):
 - i. Proposer should include resumes with applicable certifications.
 - ii. Proposer should supply information regarding the Project manager’s / supervisor’s background and experience with projects similar to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). (Supply at least 3 examples of experience on similar projects.)
 - iii. Proposer should supply at least 3 references for each Project manager / supervisor from someone other than individuals affiliated with the Proposer.
 - 2. Describe proposed equipment that will be used for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). Among other things, provide the following:
 - i. The age of the equipment.
 - ii. Whether the equipment is owned or leased/rented.
 - iii. Whether the equipment will be pledged to only the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) or also to other projects and, if the latter, what percentage of time the equipment will be available to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).

3. Provide a list of all subcontractors and suppliers that will be hired by Proposer for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). For each subcontractor / supplier, provide the following:
 - i. A description of the subcontractor / supplier’s role in the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).
 - ii. A description of the subcontractor / supplier’s background and experience, as it relates to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).
 - iii. The subcontractor / supplier’s geographic location.
 1. For suppliers, identify also the location where the goods will be produced and shipped.
 - iv. At least three references, including identifying the name, address and phone number for the reference.
 - v. For all major subcontractors / suppliers, information regarding the financial capability of the subcontractor / supplier.

4. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, available for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). Identify the amount of each person’s time that will be devoted to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).

5. Describe at least three projects of similar size and scope to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) that Proposer has undertaken. For the project, Proposer shall supply the contact person for the client along with all contact information. They may be called and asked for a reference of the firm.

6. Describe previous or currently contracted work with other community development districts along with contact information from that community development district.

- D. Related Experience: A detailed list of the projects that best illustrate the experience of the Proposer and staff which will be assigned to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). List no more than ten projects and include only projects which were completed within the last five years. Provide a secondary list of all projects in Florida which exceed Five Million Dollars (\$5,000,000.00) in cost and which were started in the last five (5) years. Provide the following information for each project listed in both lists:
 1. Name and location of the project
 2. The nature of the Proposer's responsibility on this project including project delivery method

3. Provide the name, address, phone number, and e-mail address of an Owner's representative and Architect's representative who can be contacted to provide a reference
 4. Size of project (dollar value and square footage of project)
 5. Construction cost
 6. Present status of the project and the date project was completed or is anticipated to be completed
 7. Key professionals involved on listed project who would be assigned to this Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
- E. Information regarding the financial capability of the Proposer. In particular, Proposer should supply the following:
1. Copies of financial statements for the past three years, and an interim balance sheet not more than 60 days old.
 2. Information regarding current contracts on hand.
 3. Information regarding contracts completed during the last three years.
 4. Information regarding personnel hired by, and equipment owned by, the Proposer.
- F. Pricing for all work, with unit pricing.
- G. Detailed construction schedules for all work, as well as descriptions of how the Proposer intends to use its equipment and personnel to meet those schedules.
- H. Proposed insurance and bonding levels, above and beyond the minimum proposed under the forms of contract. Include Certificate of Insurance and proof that the Proposer is able to obtain payment and performance bonds for 100% of the amount of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).
- I. Copies of all major material warranties (e.g., for all large purchases), and proof of assignability.
- J. Copies of all applicable business licenses.
- K. Completed copies of all other forms / documents, and all other information, required under the Project Manual.
- L. A list of ALL current or active claims/lawsuits the Proposer is currently engaged. This should include some level of detail as to why this claim/lawsuit is ongoing.
- M. As referenced above, a list of any proposed changes to the contract form.

8. QUALIFICATIONS OF THE PROPOSER. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

9. INSURANCE. All Proposers shall include as part of the Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance in the form required under the form of contract, within seven (7) calendar days after notification, or within such approved extended period as the District may grant.

The form of contract sets forth certain minimum insurance requirements. Proposers must be able to meet the applicable insurance requirements in order to apply, and the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring.

10. WARRANTIES. The form of contract includes various warranties that shall be provided by the Proposer to the District. Among other requirements, any warranties provided by material suppliers must be assignable to the District. If an assignment of warranty requires the material supplier to consent to same, then the selected Proposer agrees that it will secure the material supplier's consent to assign said warranties to the District. Related, and as set forth in more detail in the forms of contract, the selected Proposer will be responsible for providing any necessary warranties, maintenance bonds and other forms of indemnification to the extent necessary to turnover completed improvements to the City, DIA, or other governmental entities.

11. FINANCIALS. The Proposer shall include as part of its Proposal proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

12. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposals. If the Proposer is a corporation, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

13. PROPOSAL GUARANTY. A proposal bond in the amount of 25% of the total pricing set forth in the Proposal, and payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of the contract, and BY NO LATER THAN September 3, 2021. The proposal guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the due date for the Proposals.

14. SUBMISSION OF PROPOSALS. Submit ten (10) originals and one (1) electronic copy (PDF format on a USB flash drive) of a completed Project Manual, including any Addenda thereto,

at the time and place indicated herein. Such Proposal shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, "PROPOSAL FOR PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)."

15. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their Proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

16. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT; WITHDRAWAL. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. No Proposal may be withdrawn for a period of one hundred and twenty (120) days from the due date for the Proposals.

Acknowledgments

17. SITE INSPECTIONS & CONDITIONS. Proposers may, and should, visit the project site at the times set forth in Section 3. Please contact the District Engineer, using the information herein, if you would like to attend a site inspection. NOTE THAT THE "ZONE OF SILENCE" REFERENCED IN SECTION 5 APPLIES TO THE SITE INSPECTIONS, AND ACCORDINGLY PROPOSERS SHOULD REFRAIN FROM DISCUSSING THIS RFP WITH THE DISTRICT ENGINEER'S REPRESENTATIVE WHILE AT THE SITE INSPECTION. PLEASE ALSO NOTE THE SITE RESTRICTIONS SET FORTH IN SECTION 31 HEREIN.

18. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Affidavit Regarding Proposal, the Proposer acknowledges the following:

- A. The Proposer has carefully reviewed the Project Manual, including the forms of the contract, the specifications, any and all subsurface reports and data (if any), and all other documentation included within the Project Manual. The documents contained within the Project Manual, including the form of agreement, are complementary, and what is called for by one is binding as if called for by all. If the Proposer finds any conflicts, errors, ambiguities or discrepancies with the Project Documents and/or Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing within the time period allotted for asking questions as part of the procurement process.
- B. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, City of Jacksonville, the U.S. Army Corps of

Engineers, the St. Johns River Water Management District and all other regulatory agencies prior to Project acceptance. The entire site is available to any Proposer for surface or subsurface investigation, upon request of the District.

- C. The Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- D. The Proposer is responsible for inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies in the Project Manual that may affect the construction and its costs, timing, etc.
- E. The Proposer shall complete the work for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- F. All storm drainage must be maintained to each property adjacent to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) during construction. If this does not occur, Proposer will be responsible for any damage that may result.
- G. Proposer shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Proposer shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- H. Proposer shall be responsible for all costs associated with traffic control and maintenance during the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways).
- I. Proposer shall work with the District to identify an acceptable staging area or areas, but will be required to control and protect such area(s) with fencing and other means.
- J. Proposer shall comply with and include in Proposal all associated costs for Proposer to comply with and maintain the site throughout construction in accordance with the requirements of all regulatory approvals issued for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) including, but not limited to, vibrations, noise, sound and turbidity requirements.

- K. Proposer shall provide turbidity barriers and silt fences throughout the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) as required to ensure compliance with all construction drawings, regulatory approvals, and other legal requirements.
- L. Any estimate of quantities of work to be done and materials to be furnished to the successful Contractor is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Proposer shall be solely responsible for computing quantities for the preparation of its Proposal and the execution of the work.
- M. All necessary construction staking survey work must be provided by Proposer.
- N. All materials and services provided for by Proposer shall be performed in strict compliance with all applicable governmental regulations, permits required, 2010 American with Disabilities Act (“**ADA**”) Accessibility Guidelines, and local, state and federal laws.
- O. The Property is subject to the Engineering Control and Maintenance Plan (ECMP) provided in the August 17, 2017 Site Rehabilitation Completion Order (SRCO) With Controls and the Declaration of Restrictive Covenant recorded February 13, 2013 (as amended) (DRC), for the JEA Southside Generating Station Site. The property is also subject to the Brownfield Site Rehabilitation Agreement (BSRA) and Closure Plan dated July 10, 2018. These documents indicate the presence of soil and groundwater contamination on the property and the existence of a two feet thick clean soil cap. The Revised Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Plan dated February 5, 2021 provides requirements for working with contaminated media on the Site. Activities on Site that disturb the cap or require handling of contaminated soil or construction dewatering are subject to the protocol provided in that document.

Permits

18. PERMITS. Upon award of the contract, Proposer shall obtain and pay for all construction permits and licenses. The District shall assist Proposer, when necessary, in obtaining such permits and licenses. Proposer shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of the submission of Proposal (or when contractor becomes bound under a negotiated contract).

Direct Purchasing

19. OWNER DIRECT PURCHASES. The District reserves the right to require the selected Proposer to allow the District to enter into all agreements with material suppliers directly with the District. This saves the amount of the sales tax, when the District purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment, plus the sales tax. The contract cost reduction is accomplished through the construction change order process. Each Proposer, in its subcontract agreements, shall ensure that such agreements are assignable for the purposes of direct purchasing by the District. Proposer's warranties and performance bonds shall extend to cover all direct purchased materials, as though Proposer had selected and purchased the materials itself. Direct Purchases shall be coordinated with Proposer, and the Proposer shall agree beforehand on all direct purchase type and quantities. There will be no additional compensation (such as mark-ups) to the contractor for direct purchase items.

Contract Award & Protests

20. EVALUATION OF PROPOSALS. Each Proposal shall be separately ranked based on the evaluation of the Proposal, any information obtained through reference checks, and any information generally known to the District, and according to the Evaluation Criteria contained within the Project Manual. The District's Board of Supervisors ("**Board**") intends to evaluate the Proposals, with advice from the District Engineer, or, alternatively, the Board may appoint an evaluation committee to evaluate the Proposals. The District's Board, or the committee, shall review and evaluate the Proposals in their individual discretion, and, in either case, the Board shall make any final determination with respect to the ranking of the Proposals, and final award of a contract that is in the best interests of the District. Chapter 112, *Florida Statutes* will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

21. DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all Proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). Moreover, any portion of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) and contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

22. CONTRACT AWARD. Within seven (7) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, BUT NO LATER THAN September 3, 2021, the Proposer shall enter into and execute the form of agreement substantially in the form included in the Project Manual, unless requested otherwise by the District. Any work provided and any cost incurred by the Proposer prior to receiving the Notice of Award, executed contracts, and the Notice to Proceed will be at the Proposer's risk unless specifically agreed to in writing by the District.

23. PAYMENT & PERFORMANCE BONDS. At the time the contracts are executed, the Proposer will be required to furnish payment and performance bonds for one hundred percent (100%) of the amount of the authorized work, with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*. As part of the Proposal, Proposer shall provide evidence showing that Proposer is able to furnish bonds in the amount of the Proposer's total contract price.

24. INDEMNIFICATION. To the fullest extent permitted by law, Proposer shall indemnify, hold harmless, and defend the District, the City, DIA, the Developer and their respective members, parents, partners, Board members, City Council members, subsidiaries, affiliates, officers, directors, supervisors, staff, lawyers, managers, engineers, consultants, employees, representatives, contractors, subcontractors, agents, successors and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the Proposal and/or this RFP and to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Proposer or those acting on Proposer's behalf. In the event that any indemnification, defense or hold harmless provision of this Project Manual is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. Additional indemnification, defense, and hold harmless obligations are as set forth in the forms of contract.

25. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

26. PUBLIC RECORDS. The District is a governmental entity, and, accordingly, the Proposals will be publicly opened as stated above. Additionally, it is likely that the Proposals are or will become public record at some point in the procurement process. That said, Florida law does recognize certain exceptions from the public records laws. For example, financial statements submitted as part of a Proposal to a Proposal for a public works project may be exempt from disclosure. See s. 119.071(c), Fla. Stat. In the event that the Proposer believes that any particular portion of the Proposer's Proposal is exempt from disclosure, the Proposer shall mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE." In the event that the District receives a public records request relating to such records, the District will notify the Proposer. In the event that the District reasonably and in good faith believes that the Proposer's information is not

confidential or exempt under Florida law, the District may provide the information in Proposal to the request and will not be responsible for any liability, claims, damages or losses arising from such disclosure. In the event that a claim of any kind is filed challenging the confidentiality of the Proposer's information, the District may require the Proposer to indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, relating to the claim.

27. MANDATORY AND PERMISSIVE REQUIREMENTS. The only mandatory requirements contained within the Project Manual are that: (i) an interested firm must hold all required local, state and federal licenses in good standing, and (ii) be authorized to do business in the City of Jacksonville, Duval County and the State of Florida. All of the requirements or provisions set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

28. PROTESTS. Any protest regarding the Project Manual, including but not limited to, the evaluation criteria and process, specifications or other requirements contained in the Project Manual, must be filed in writing at the District Engineer's Office and with District Counsel, by no later than **July 15, 2021**. District Counsel's office is located at c/o Hopping Green & Sams PA, 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest, failure to timely file a formal written protest, or failure to timely post a protest bond, shall constitute a waiver of any right to object or protest with respect to any matter relating to the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, or any other matter, shall post a protest bond in a form acceptable to the District and in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. **REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT AND THE PROJECTS, THE PROPOSER AGREES THAT THE DISTRICT MAY PROCEED WITH THE PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS) PURSUANT TO CONTRACT(S) WITH THE PROPOSER SELECTED BY THE DISTRICT.**

Special Considerations

29. SCHEDULE; LIQUIDATED DAMAGES. The Contractor shall submit a proposed schedule for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), and shall be subject to liquidated damages as provided in the forms of contract.

30. JACKSONVILLE SMALL AND EMERGING BUSINESSES (“JSEB”). The selected Proposer will be responsible for securing all subcontracted work from subcontractors, material/equipment suppliers, etc. In doing so, the Proposers shall obtain from the City’s Procurement Division the list of certified JSEB, and shall, in accordance with Municipal Ordinance Code (“**Code**”) Sections 126.601 et seq., enter into contracts with DIA certified JSEBs to provide materials or services in an aggregate amount of at least twenty percent (20%) of the total Contract Price of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) (“**JSEB Goal**”), as determined in consultation with the District. If the Proposer is unable to meet the JSEB Goal, then the Proposer shall demonstrate that “Good Faith Efforts” were made to achieve the JSEB Goal, in accordance with Code Sections 126.601 et seq. The selected Proposer shall submit quarterly JSEB reports regarding the use of certified JSEB businesses on the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). The process for meeting the JSEB Code requirements is set forth in more detail in the forms of agreement attached hereto.

31. BROWNFIELD SITE REHABILITATION AGREEMENT. The Proposer acknowledges that there are, or may be, certain environmental obligations and risk with respect to the project site. Specifically, without limitation, Proposer acknowledges that the project site is a “brownfield site” and is subject to that certain Brownfield Site Rehabilitation Agreement and Clean Closure Plan dated August 1, 2001, with the Florida Department of Environmental Protection (“**BSRA**”). Proposer acknowledges that under such agreement and applicable environmental and other laws, regulations, and requirements, the project site is subject to various requirements including approval of plans, reports, institutional controls, and engineering controls, which requirements may be subject to change by the appropriate regulatory agencies.

The District Engineer shall provide the selected Proposer with copies of the BSRA, Site Rehabilitation Closure Order (“**SRCO**”), soil management plan, dewatering plan, and General Health and Safety Information document prior to the commencement of construction. Proposer acknowledges and agrees that all services provided for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) shall be conducted in a manner consistent with and in compliance with the BSRA, BSRA compliance plans, and applicable environmental and other laws, regulations, and requirements applicable to the project site.

As a point of clarification, and without intending to limit the same, the indemnification obligations set forth in Section 24 of these Instructions include any violation of the BSRA caused by a Proposer, and any other environmental or other harm caused by a Proposer. Any site inspections shall be conducted only in coordination with the District Engineer. Further, in the event of a potential or actual violation of the BSRA or other environmental or other harm, the Proposer shall immediately notify the District Engineer.

32. ASSIGNMENT OF RIGHTS. Pursuant to the forms of contract and the Redevelopment Agreement, the District will own all rights to any intellectual property or other work completed as part of the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), and all rights of the District to such property as well as all of the District’s rights under the forms of contract – including warranties, bonds, insurance, indemnification, etc. – shall be freely assignable by the District.

33. DIA COORDINATION. The Redevelopment Agreement provides DIA with the opportunity to inspect the work, receive reporting updates, etc. The selected Proposer is expected to cooperate with DIA during the construction and turnover process.

34. PLAYGROUND EQUIPMENT. The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) requires the purchase and installation of certain playground equipment by Proposer (the “**Playground Equipment**”). The District is currently evaluating Playground Equipment from several different Playground Equipment vendors (the “**Playground Equipment Vendors**”). If awarded the contract, Proposer hereby agrees to purchase the Playground Equipment from the Playground Equipment Vendor providing the Playground Equipment preferred by the District, or from another vendor providing substantially equivalent playground equipment; except, however, that if Proposer intends to purchase and install playground equipment that Proposer reasonably believes to be substantially equivalent to the Playground Equipment, Proposer shall be required to first obtain written approval of same from the District, which the District may grant or withhold in its sole and absolute discretion. Consistent with Part I.(A) above, Proposer must file any protest of the terms and conditions of this RFP (including but not limited to this provision concerning the Playground Equipment) with the District within 5 business days of the District’s posting of the Project Manual. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. All Proposers shall include a \$1,000,000 allowance for purchase and installation of the District preferred Playground Equipment as further detailed under “CRA Parks” in the Bid Tabulation Summary.

35. ARTIST SUBCONTRACT. The Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) includes the design, fabrication, and installation of certain artwork (the “**Art Project**”) on certain City properties located within the District. The Art Project will be funded by the DIA consistent with the Redevelopment Agreement. The District has already engaged THEVERYMANY, LLC, a New York limited liability company (“**TVM**”), to undertake conceptual design of the Art Project. As single source artistic services, TVM’s services are exempt from competitive solicitation requirements pursuant to District Rule of Procedure 3.5(3), Sec. 126.107(a), Ordinance Code, and Section 287.057(3)(e), Florida Statutes. If awarded the contract, at such time as directed to do so by the District, Proposer hereby agrees to enter into a subcontract with TVM that is substantially in the form provided herein and to act as agent for the District in connection with said subcontract. Consistent with Part I.(A) above, Proposer must file any protest of the terms and conditions of this RFP (including but not limited to this provision concerning the Art Project subcontract) with the District within 5 business days of the District’s posting of the Project Manual. Failure to timely file a protest will result in a waiver of proceedings

under Chapter 190, Florida Statutes, and other law. All Proposers shall include a \$2,000,000 allowance for design, fabrication, and installation of the Art Project as further detailed under “CRA Parks” in the Bid Tabulation Summary.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
PHASE 3 – CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the City of Jacksonville, Duval County and the State of Florida.

2. EXPERIENCE (25 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

3. PERSONNEL & EQUIPMENT (20 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; compliance with JSEB Goal, etc.

4. FINANCIAL CAPACITY (10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer’s insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5. PRICE (25 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing.

6. SCHEDULE (20 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer’s ability to credibly complete the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) within the Proposer’s schedule.

100 Total Points Possible

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 - CRA PROJECT
(PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART II. PROPOSAL FORM – (A) GENERAL INFORMATION**

1. *Proposer General Information*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Internet Address _____

1st Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

2nd Contact Name _____ Title _____

Contact Telephone _____ E-Mail Address _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

(Attach a chart showing ownership structure of Proposer.)

List the location of Proposer's office that would oversee the work.

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

2. Company Standing

Proposer's form of entity: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____

Date _____ Charter Number (if applicable) _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in the City of Jacksonville, Duval County and the State of Florida?

Yes ___ No ___

If no, please explain _____

3. Licensure

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida, the City of Jacksonville, and Duval County:

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

Is the registration or license in good standing? Yes ___ No ___

If no, please explain _____

(Attach photocopies of each listed license or registration, and additional sheets as necessary.)

PART II. PROPOSAL FORM – (B) PERSONNEL & EQUIPMENT

- 1. For each manager, supervisor and key person who will be directly working on and/or responsible for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), please provide the following:**

Name: _____

Title: _____

Office Location: _____

Corporation Responsibilities: _____

Years in Current Position: _____

Proposed Role for the Project: _____

% of Time to Be Devoted to Project: _____

Provide the following information for at LEAST THREE projects similar to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) where the manager / supervisor / key personnel were involved.

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Manager / Supervisor / Key Personnel: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

(Attach resume, and use additional sheets as appropriate.)

4. Provide a list of all Subcontractors / Suppliers that will be hired by Proposer.

Name of Subcontractor / Supplier	Contact / Phone # / E-Mail Address	Role in Project (State whether subcontractor/supplier will be involved in the work being performed)	Total Value of Goods or Services Anticipated to Be Provided

(Attach additional sheets as necessary.)

5. For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:

Name: _____

Title: _____

Contact: _____

Contact Phone/E-Mail: _____

Office Location: _____

Shipment Location (for Suppliers): _____

Years in Business: _____

Proposed Role for the Project: _____

Is the Subcontractor/Supplier registered with the State of Florida, Division of Corporations and authorized to do business in Duval County and the State of Florida?
Yes ___ No ___ If no, explain:

Does the Subcontractor/Supplier have all applicable business licenses in good standing?
Yes ___ No ___

Please list the licenses: _____

Is the Subcontractor a Jacksonville Small and Emerging Business? _____

Provide the following information for at LEAST THREE projects similar to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) where the Subcontractor/Supplier was involved:

Project 1

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 2

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Project 3

Project Name / Location: _____

Time Period of Project: _____

Description of Project: _____

Role of Subcontractor/Supplier: _____

Total Value of Contract to Subcontractor/Supplier: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Has the Subcontractor/Supplier ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Subcontractor's/Supplier's Role in the Action and Describe the Status and/or Resolution:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:

Has the Subcontractor/Supplier or any of its affiliates (parents or subsidiaries), or any of the Subcontractor's/Supplier's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:

(Attach additional information regarding Subcontractor's/Supplier's role in the project, key personnel, background and experience, financial capacity, etc., and use additional sheets as appropriate.)

PART II. PROPOSAL FORM – (C) EXPERIENCE

- 1. Describe at least THREE projects of similar size and scope to the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) that Proposer has undertaken. For each project, provide the following information (attach additional sheets to complete).**

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

2. ***Has the Proposer previously performed work for a community development district? Yes () No () If yes, please provide the following information for each project (attach additional sheets as necessary):***

Project Name/Location: _____

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Current Status of the Project: _____

3. Has the Proposer ever failed to complete a contract, or had any contracts terminated before the work was completed? Yes () No () For each such incident, please provide the following information (attach additional sheets as necessary):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

4. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes () No () For each such incident, please provide the following information (attach additional sheets as needed):

Reference Contact: _____

Contact Phone/E-Mail: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Start Date: _____

Reason: _____

**PART II. PROPOSAL FORM – (C) EXPERIENCE (AND WORKLOAD CAPACITY)
STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)**

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY**

1. *Provide copies of the Proposer’s financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor’s opinion are strongly encouraged, but not required.*

2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2020			
2019			
2018			
2017			
2016			

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer’s officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No () If yes, provide the following:*

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer’s Role in the Action and Describe the Status and/or Resolution:

4. **Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No () If yes, please explain:**

5. **Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No () If yes, please explain:**

6. **What is the Proposer's proposed insurance for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)?** Refer to the form of contract for minimum amounts.

Workers' Compensation

- a. State Worker's Compensation – Greater of statutorily required amount or \$_____ per occurrence / \$_____ aggregate / \$_____ per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$_____

c. Employer's Liability – \$ _____

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$ _____
- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ _____
- c. Products-Completed Operations – \$ _____
- d. Personal and Advertising Injury – \$ _____
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

- a. Bodily Injury:
 - Each Person \$ _____
 - Each Accident \$ _____
- b. Property Damage:
 - Each Occurrence \$ _____

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ _____

Protection and Indemnity Insurance \$ _____

Contractual Liability coverage

- a. General Aggregate \$ _____
- b. Bodily Injury and Property Damage Combined Each Occurrence \$ _____

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$ _____
- b. Each Occurrence \$ _____

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?
(List items on separate page) YES / NO

Professional Liability Insurance \$ _____

(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)

7. What are the Proposer's current bonding limits?

Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities:

Aggregate Limit \$ _____

Single Project Limit \$ _____

Total Current Contracts Bonded \$ _____

Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART II. PROPOSAL FORM – (E) PRICING**

Furnish and install all material, equipment and labor for the work complete and acceptable for construction of all infrastructure and appurtenances **as shown in the drawing set and as outlined in the table below (to be prepared and completed by Proposer)** for the total lump sums of:

PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)

_____ (In Words).

\$ _____ (In Figures).

Note: The undersigned Proposer agrees to do all the Work and furnish all materials called for by the Project Manual for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) in the manner prescribed therein and to the standards of quality and performance established in the Project Manual and specifications for the prices stated herein.

Lump sum prices shall include implementation of all applicable safety requirements, phasing and maintenance of traffic.

For Units listed as LF, CY, SF, etc. the provided Unit prices shall include providing of all costs required for the complete construction of the specified unit of work, including: cost of demolition and disposal; cost of demolition labor, including social security, insurance, and other required fringe benefits; workman’s compensation insurance; bond premiums; rental of equipment and machinery; taxes; incidental expenses; and supervision.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive change orders, if required.
2. Unit prices in the Agreement shall remain in effect until date of Final Completion of the entire Work.
3. Unit Prices will be used for changed conditions where applicable outside of Base Bid Work and as mutually agreed to by Engineer.

The District and/or its designees do not warrant or represent that the summary of items listed in the attached Excel Bid Form is a complete or exhaustive list of all items necessary for Proposers to complete the Project. For project items that are not found in the attached Excel Bid Form for Project, Proposer shall include cost in most applicable item to ensure a complete bid. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The lump sum amount listed on this proposal form must match the extended total price on the Proposer-provided Bid Form which shall provide detailed quantities, associated unit costs, and line item costs (extended to provide for total cost). In addition to providing a hard copy of this Bid Form, **this information must be submitted electronically by the Proposer in Excel format.** Please be advised the selected Contractor will be responsible for construction stakeout and the retention of a surveyor to perform such work; accordingly, a corresponding line item must be included in all submitted Proposals.

Construction documents for the Riverwalk, Boardwalk, and Parks are not completed and will be issued in the future. Therefore, all Proposers are to include allowances, as further detailed in the attached Excel Bid Form, for these items as follows:

a) CRA Riverwalk Extension Allowance	\$1,903,000
b) CRA Boardwalk Allowance	\$1,960,000
c) <u>CRA Parks Allowance</u>	<u>\$7,850,000</u>
Total of Allowances	\$11,713,000

This proposal made by and on behalf of:

Proposer Signature: _____ Date: _____

Address: _____

By: _____

Print Name: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST OR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART II. PROPOSAL FORM – (F) SCHEDULE**

Contractor shall submit along with this Proposal a detailed project schedule. This chart shall include such milestones included at the Proposer’s discretion; however, at the very least the chart shall identify dates for the issuance of the Notice to Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Construction Contracts, respectively.

For the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), the number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: _____ (in words) _____ (in figures).

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART II. PROPOSAL FORM – (G) LEGAL MATTERS**

- 1. List and describe any and all litigation, arbitration or claims filed by OR against the Proposer or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 2. List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Proposer or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Proposer's role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 3. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, please identify the governmental entity and project, and discuss the circumstances surrounding such denial or disqualification as well as the date thereof. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: _____

Describe the Nature of the Action: _____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- 4. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()**

If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

5. **Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past five years? Yes () No ()**

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes () No ()

If yes, please describe the incident: _____

6. **Safety at the project site is a priority. Please describe any background checks or other security measures that have been or will be taken with respect to the hiring and retention of the Proposer's personnel (and/or any subcontractors' personnel) who will be involved with the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). Also, please describe what security measures will be taken to ensure that on-site personnel are properly supervised. Attach a copy of the Proposer's security policy that would be included as part of the contract.**

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
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 The District CDD
(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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in 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.

Dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)**

SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES

1. This sworn statement is submitted to The District CDD (“District”)

by _____
(print individual's name and title)

for _____
(print name of “Proposer” submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its Proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

4. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

[This space intentionally left blank]

The foregoing SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES is dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization, this ___ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

___ The entity submitting this sworn statement is a certified JSEB, as defined in accordance with Municipal Ordinance Code Sections 126.601 et seq. and reflected on the City Procurement Division’s list of certified JSEBs.

___ The following subcontractors and/or suppliers, which the entity submitting this sworn statement proposes to hire for the Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways), are (i) certified JSEBs, as defined in accordance with Municipal Ordinance Code Sections 126.601 et seq. and reflected on the City Procurement Division’s list of certified JSEBs; and (ii) anticipated to provide materials or services in the amount listed below.

Subcontractor / Supplier Name	Anticipated Amount

___ If selected, the entity submitting this sworn statement (i) anticipates entering into contracts with certified JSEBs to provide materials or services in at least the aggregate amount of the JSEB Goal; or (ii) can demonstrate “Good Faith Efforts” were made in order to achieve the JSEB Goal.

Dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization this ___ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART II. PROPOSAL FORM – (H) AFFIDAVIT REGARDING PROPOSAL**

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“**Proposer**”), and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer’s Proposal (“**Proposal**”) provided in Proposal to The District Community Development District’s (“**District**”) Request for Proposals – Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways). All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual, **and by no later than September 3, 2021.**

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the Proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; and (v) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS) PURSUANT TO CONTRACTS WITH THE PROPOSER SELECTED BY THE DISTRICT.

11. The undersigned acknowledges that the opportunity to submit its Proposal for consideration by the District, is sufficient and adequate consideration (the receipt of which is hereby acknowledged) for the undersigned’s agreement to the terms and conditions of the Project Manual, including but not limited to this affidavit.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT. Dated this _____ day of _____, 20__.

(Corporate Seal, if applicable)

(Name of Proposer)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT: Attach Proof of Authorization to Sign

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT**

This is attached separately and includes:

- a. Standard Form of Agreement
- b. General Conditions
- c. Supplemental Conditions
- d. Performance Bond
- e. Payment Bond
- f. Direct Purchase Documents
- g. Artist Subcontract
- h. Trench Safety Act Compliance Statement
- i. Trench Safety Act Compliance Cost Statement

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (A) STANDARD FORM OF AGREEMENT**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (B) GENERAL CONDITIONS**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (C) SUPPLEMENTAL CONDITIONS**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (D) PERFORMANCE BOND**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (E) PAYMENT BOND**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (F) DIRECT PURCHASE DOCUMENTS**

[PROVIDED UNDER SEPARATE COVER]

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (G) ARTIST SUBCONTRACT**

**[TO BE PROVIDED UNDER SEPARATE COVER
AT A FUTURE TIME]**

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (H) TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 201__.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (I) TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) Total			

Dated this _____ day of _____, 20__.

Contractor: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 20__, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART IV. TECHNICAL DOCUMENTS**

The following Technical Documents are provided under separate cover:

- a) Construction Plans for “Duval County Public Schools School Board Parking Lot” – Bid Set, dated July 7, 2021
- b) Construction Plans for “Roadway & Utility Plans” – Bid Set, dated July 7, 2021
- c) Construction Plans for “Landscape, Hardscape, Irrigation Streetscape Plans” – Bid Set, dated July 7, 2021
- d) Boundary survey, prepared by Perret and Associates, Inc., dated April 13, 2018
- e) Topographic survey, prepared by Perret and Associates, Inc., dated October 8, 2018
- f) Hydrographic survey and associated Report of Survey, prepared by Degrove Surveyors, Inc., with the field survey conducted from February 18th through 24th, 2019 and Report dated February 22, 2019
- g) Preliminary Report for Geotechnical Exploration, prepared by Meskel & Associates Engineering, dated October 10, 2018.
- h) Geotechnical Engineering Report, The District IPO # 2 (Prudential Drive), prepared by ECS Florida, LLC, dated August 23, 2019.
- i) Interim Geotechnical Engineering Report, The District IPO #3 (CRA Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 28, 2019.
- j) Geotechnical Engineering Report, The District IPO #4 (CDD Infrastructure Improvements), prepared by ECS Florida, LLC, dated August 30, 2019.
- k) Brownfield Site Rehabilitation Agreement and Clean Closure Plan (BSRA), amended July 10, 2018.
- l) Site Rehabilitation Completion Order (SRCO) with Controls dated August 17, 2017
- m) Proposed Groundwater Monitoring Program and Hydraulic Containment System Operation Schedule, prepared by Kimley-Horn and Associates, Inc., dated May 15, 2019 (approved by FDEP 23, 2019)

- n) Soil Management Plan, Stormwater Improvements, Utility Construction and Construction Dewatering Addendum, prepared by Kimley-Horn and Associates, Inc., dated February 5, 2021 (approved by FDEP February 24, 2021)
- o) Dewatering Plan Modification prepared by Kimley-Horn and Associates, Inc., dated December 14, 2020
- p) Remedial Action Plan Modification, prepared by ECS Florida, LLC, dated February 15, 2021, (approved by FDEP February 23, 2021)
- q) The District General Information for Health and Safety Plan Preparation, prepared by Kimley-Horn and Associates, Inc., dated January 11, 2021.

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: July 19, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Subcontract between **CONTRACTOR_** and **THEVERYMANY, LLC** for Fabrication and Installation of Artwork
2. Civil and Landscape CAD Files: Prudential Drive Extension, and CDD and CRA Projects
3. Revised C-105 Overall Scope Plan Sheet
4. Mandatory Pre-Proposal Sign-In Sheet
5. Mandatory Pre-Proposal Meeting Minutes

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPFM Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

SUBCONTRACT BETWEEN
AND THEVERYMANY, LLC FOR FABRICATION, AND INSTALLATION OF ARTWORK

This Subcontract (“**Subcontract**”) is made and entered into this ___ day of _____, 2021 (the “**Effective Date**”), by and between _____ (“**Contractor**”), and **THEVERYMANY, LLC**, a New York limited liability company (the “**TVM**”), (Contractor and TVM together may be referred to herein as the “**Parties**”).

RECITALS

WHEREAS, the District Community Development District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), situated entirely within the City of Jacksonville, Florida, a municipal corporation (“**City**”);

WHEREAS, the District, the City, the DIA (as hereinafter defined), and Elements Development of Jacksonville, LLC (“**Developer**”) have previously entered into that certain Redevelopment Agreement dated July 12, 2018, as amended (the “**Redevelopment Agreement**”) pursuant to which the District has agreed to, *inter alia*, construct certain horizontal public infrastructure improvements within the District’s boundaries, inclusive of the CRA Infrastructure Improvements and CDD Infrastructure Improvements (both terms as defined in the Redevelopment Agreement);

WHEREAS, the District, the DIA, and the Developer also previously entered into that certain CRA Infrastructure Improvements Costs Disbursement Agreement dated December 22, 2020 (“**Disbursement Agreement**”), which governs the obligations of the District to construct the CRA Infrastructure Improvements and DIA’s obligation to disburse funds to the District in an amount up to \$23 million in order to fund, in part, the CRA Infrastructure Improvements;

WHEREAS, CRA Infrastructure Improvements include, *inter alia*, certain Artwork (hereinafter defined) to be installed on City-owned parcels within the District’s boundaries;

WHEREAS, the District’s engineer, Kimley-Horn and Associates, Inc. (the “**District Engineer**”), previously entered into that certain Standard Subcontract for Professional Services between Kimley-Horn and Associates, Inc. and THEVERYMANY, LLC dated March 30, 2021 (the “**Design Contract**”), pursuant to which TVM agreed to prepare and develop design documents (the “**Approved Design Proposal**”) for permanent outdoor Artwork, as defined below, acceptable to the District;

WHEREAS, TVM previously prepared and developed the Approved Design Proposal as per the Design Contract, and the District and the City intend for TVM to fabricate and install the Artwork in accordance with the Approved Design Proposal;

WHEREAS, the Design Contract does not include the preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery or installation;

WHEREAS, this Subcontract is intended to cover preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery and installation;

WHEREAS, Contractor has since entered into that certain agreement with the District entitled Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3 - CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) dated _____, 2021 (the "**Primary Contract**"), pursuant to which Contractor has agreed to, *inter alia*, enter into this Subcontract with TVM for the engineering, fabrication, and installation of the Artwork and act as agent for the District in connection with this Subcontract;

WHEREAS, TVM has completed the Conceptual Design Proposal and Contractor now wishes, on behalf of the District, to engage TVM to engineer, fabricate and install the Artwork consistent with said Approved Design Proposal, all subject to the terms and conditions set forth in this Subcontract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 2
INCORPORATION OF RECITALS; DEFINITIONS

2.1 The recitals set forth above ("**Recitals**") are integral to and incorporated as terms of this Subcontract.

2.2 The following definitions shall apply in this Subcontract, in addition to other terms specifically defined in the Recitals or elsewhere in this Subcontract.

1. **Approved Design Proposal.** The Design Proposal for which TVM received a Design Proposal Acceptance as per the Design Contract.

2. **Artwork.** The physical object and objects comprising the artwork, including but not limited to:

- Central Park Artwork
- Bandshell / Bathroom Pavilion
- Kiosks

delivered and/or required to be delivered by TVM based on the Approved Design Proposal to fulfill TVM's obligations under this Subcontract.

3. **Contractor.** _____. In the administration of this Subcontract, Contractor shall be deemed an agent of the District. TVM may rely on Contractor for instructions and approvals from the District; except, however, that Contractor has no authority to increase amounts paid or payable to TVM hereunder. Such an increase shall require the written approval of the District's Board of Supervisors.

4. **Downtown Investment Authority ("DIA").** A governing body and the development and community redevelopment agency for downtown Jacksonville, as established by Sec. 55.104, Ordinance Code, pursuant to Chapter 163, Part III, F.S., as amended.

5. **Final Acceptance.** Contractor's written acceptance of installation and delivery of the Artwork in its final form, in accordance with this Subcontract and the provisions contained herein.
6. **Fabrication File Phase.** The stage during which TVM prepares construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.
7. **Fabrication File Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of TVM, in the Fabrication File Phase.
8. **Fabrication and Installation Phase.** The phase following the Fabrication File Phase during which the fabrication, transportation, delivery, installation, Project cataloging and all other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal takes place.
9. **Fabrication and Installation Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of TVM, in the Fabrication and Installation Phase.
10. **Project.** The project covered by this Subcontract pursuant to which the Artwork is engineered, fabricated, and installed on the Site in accordance with this Subcontract.
11. **Schedule.** The schedule for performance milestones set forth in **Exhibit B**.
12. **Site.** The location(s) where the Artwork is to be installed initially is _____, Jacksonville, Florida 32202, and the particular place at such location where the Artwork will be placed as specifically identified in the Approved Design Proposal.
13. **TVM's Services.** All of the services provided and required to be provided by TVM (and/or its subcontractors, assistants and employees) under this Subcontract, including, without limitation (i) coordination with Contractor, the District, and others as requested by the District in connection with the review and consideration of the Approved Design Proposal and Artwork, and (ii) engineering, fabrication, and installation of the Artwork, as specified in **Exhibit A** attached hereto.
14. **Work.** All labor, materials, services, communications, submittals, other items and/or deliverables furnished by, at the request of, or on behalf of TVM (and/or the Artist) in connection with this Subcontract, including, without limitation, all of the Fabrication File Phase Work and the Fabrication and Installation Phase Work, the Artwork, and all other of TVM's Services.

ARTICLE 3
PROCESS

- 3.1 **Performance by TVM.** Except as expressly authorized herein and agreed by Contractor in writing, all of TVM's obligations under this Subcontract shall be performed and provided by TVM.
- 3.2 **Phases.** The services to be performed and deliveries to be made by TVM hereunder shall be done in two phases: (a) the Fabrication File Phase and (b) the Fabrication and Installation Phase. The Fabrication File Phase shall commence upon execution of this Subcontract and be followed by the Fabrication and Installation Phase.
- 3.3 **Fabrication File Phase.**

After execution of this Subcontract by TVM and Contractor and receipt of payment for Execution, but no later than _____, 2021, TVM shall deliver to Contractor (a) a detailed schedule of milestones for completion of the Fabrication File Phase and Fabrication and Installation Phase consistent with the requirements set forth in **Exhibit B** hereto for review and approval by Contractor; and (b) TVM certificates of insurance documenting compliance with the requirements of **Exhibit D**.

1. Preliminary fabrication information, including but not limited to (a) the Artwork's, color(s), material(s), method of attachment, support-related components, and location on the Site, and (b) drawings, specifications, and any other construction documents (as applicable) for the Artwork, with the understanding that some information may require revision once a fabricator / installer is engaged during the Fabrication and Installation Phase;

.1 A timeline for completion of the Fabrication and Installation Phase;

.2 All preliminary maintenance recommendations for the Artwork, including but not limited to expected aging of work, maintenance materials and schedule, and instructions for physical removal from the Site.

2. In preparing the fabrication files, TVM shall:

.1 Conduct a review of all documents provided by the Contractor, including site surveys, geo-technical surveys, as-built information and any other drawings or information submitted as may be necessary to ensure that the existing Site conditions, dimensions, and substrates will support and are otherwise suitable for installation of the Artwork. TVM is entitled to rely on the accuracy and completeness of all documents and information received. TVM's submission of the fabrication files constitutes a representation and warranty that such a review of Contractor submitted material has been made by TVM and that TVM has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, and the character of equipment and facilities needed preliminary to and during the prosecuting of the Work as was available and in received at the time of review. TVM further warrants that the Total Compensation (defined herein) is just and reasonable compensation for all the Work, including all foreseen (and excluding unforeseen) risks, hazards, and difficulties in connection therewith, unless stated otherwise in this Subcontract.

.2 Attend collaborative and/or public meetings, and meet with Contractor, the District, the City, the DIA and/or others in Jacksonville, as may be reasonably requested by Contractor;

.3 Be available to meet via videocall and otherwise confer with Contractor, the District, and/or their designees (including but not limited to the City and the DIA) as requested by Contractor, to review and discuss Artwork components, materials, methods of fabrication and installation, project schedule and cost, maintenance methods, and other aspects of the Artwork;

.4 Confer with appropriate City departments, as necessary, for details of requirements under City purview, which may include requirements relating to engineering, permitting, substrate verification, or traffic and parking control, among others;

.5 Have prepared and completed schematic engineering analysis and identified TVM's subcontractors for necessary engineering of the project; and

.6 Comply with the requirements of **Exhibit A**.

3.4 **Fabrication and Installation Phase.**

1. TVM shall:

.1 Prior to commencing the Fabrication and Installation Phase Work, provide to Contractor certificate(s) of insurance documenting that TVM's Subcontractors have obtained the insurance required under this Subcontract.

.2 Fabricate, deliver, and install the Artwork in full accordance with the terms of this Subcontract and the Approved Design Proposal, and provide:

- A list of any Site Preparation measures, including but not limited to, removal of signage, surface preparation, landscape removal, exterior lighting, electricity supply and costs, sidewalk permits, street and parking meter closure obligations, for which TVM will not be responsible ("**Site Preparation**");

- If the cost of or responsibility for any Site Preparation are proposed to be borne by entities other than TVM (e.g., Contractor, the City, the DIA, JEA, etc.), proof that such entities have agreed to cover such costs;

- Submit the Public Art Catalogue Form in the format attached hereto as **Exhibit C** prior to Final Acceptance;

2. Except for any Site Preparation that is expressly set forth in the Approved Design Proposal or otherwise provided by this Subcontract, all Site Preparation and other measures required in connection with the fabrication and/or installation of the Artwork shall be the responsibility of TVM. Without limitation, TVM shall be responsible for the following to the extent not expressly set forth as a responsibility of Contractor in the Approved Design Proposal or this Subcontract:

.1 Furnishing all labor, materials, equipment, supervision, and other items required for the fabrication and installation of the Artwork in accordance with the Approved Design Proposal including engineering of the Artwork and shallow foundation, excluding any Site Preparation, labor, materials and construction of shallow foundations and, if necessary, design, engineering and construction of any type of deep foundation;

.2 Delivering any necessary stamped engineering report, including those requested by Contractor, the District, or the City;

.3 Assist Contractor with obtaining any required permits or other governmental approvals;

.4 Safe storage of the Artwork and all related equipment, materials, and component parts prior to installation and completion of the Artwork. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by TVM. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all

other adversity is solely the responsibility of TVM unless otherwise specified in writing signed by both Parties. TVM shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas;

.5 Keeping the Site premises free from waste materials and rubbish; and

.6 At the completion of the installation of the Artwork, removal of any waste materials, rubbish, tools, equipment, machinery, spilled or excess paint or materials from the Site attributable to TVM, or the Artwork.

3. In performing the Work, TVM shall take all reasonable measures to minimize disruption to Contractor, the District, and the City, including, without limitation, the following:

.1 Obtaining approval of Contractor prior to delivering or commencing installation of the Artwork;

.2 Coordinating with Contractor the dates and times needed for TVM to access the Site for delivery and installation of the Artwork;

.3 TVM or TVM's authorized agent being present at the Site during the installation process for the Artwork, unless approved otherwise in writing by Contractor;

.4 Completing the delivery and installation of the Artwork as per the approved Schedule reflected in **Exhibit B**; and

.5 Working in a manner and time so as not to interfere with Contractor and public and/or other construction activities at the Site.

4. Public Art Catalogue Form. At the completion of the installation of the Artwork, TVM shall deliver to Contractor a complete and accurate Public Art Catalogue Form in the format attached hereto as **Exhibit C**.

5. **Inspections.**

.1 During the Fabrication and Installation Phase, the Contractor, the District, the City, the DIA, and their respective designees, may access and conduct inspections of the Artwork and the Work for any lawful purpose, including but not limited to determining compliance with the terms of this Subcontract and confirming completion status, provided that no such inspections or right to inspect shall create any duty on the part of any inspecting party or entity to discover or determine non-compliance by TVM or otherwise relieve TVM of any liability for any such non-compliance.

.2 During the Fabrication and Installation Phase, but before delivery or installation, upon Contractor request and also when the Artwork is substantially complete, TVM shall provide to Contractor for review photographs and such other representations and descriptions of the fabricated Artwork and portions thereof as Contractor may reasonably request, that accurately depict TVM's progress in completing the Artwork. Contractor's confirmation of receipt of such materials indicating that the Artwork is substantially complete shall be known as the "**Substantially Complete Confirmation Materials**".

.3 Upon completion of the installation of the Artwork, TVM shall notify Contractor and schedule an inspection by Contractor (and/or its designees, which may include, without limitation, the District, the City, and the DIA). Contractor shall identify any deficiencies in the Artwork and report the same to TVM in a report (an “**Inspection Report**”). TVM shall take steps to correct any such noted deficiencies within ten (10) business days thereafter or such longer period of time as allowed by Contractor in writing. Upon correction of such deficiencies, TVM shall deliver the Public Art Catalogue Form (as applicable) and notify Contractor that the Artwork is ready for re-inspection. Contractor shall re-inspect the Artwork within fifteen (15) business days after receipt of such notice. If Contractor determines that all deficiencies have not been corrected, Contractor will provide at least one updated Inspection Report to TVM identifying any remaining deficiencies and a deadline within which to address the same. TVM shall promptly submit written notification of TVM’s correction of all deficiencies noted by Contractor, and Contractor will schedule a final inspection.

.4 Letter of Acceptance: If Contractor determines that the Artwork and the installation thereof is completed in accordance with this Subcontract and the immediately preceding subsection, Contractor shall issue a Letter of Acceptance.

ARTICLE 4 **STANDARDS FOR WORK**

4.1 TVM shall perform the Work in accordance with standards of care, skill, training, diligence, and judgment provided by professionals who perform work of a similar nature.

4.2 In performing TVM’s obligations under this Subcontract, TVM shall comply with (a) all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time, including, but not limited to the Public Records Law, F.S. Ch. 119, and Section 286.011, Florida Statutes (the Florida Sunshine Law), and (b) all applicable provisions and requirements of the Primary Contract, the Redevelopment Agreement, and the Disbursement Agreement, unless stated otherwise in this agreement and Article 11.3.

4.3 TVM shall, at TVM’s sole expense, secure the services of appropriately licensed engineers, and/or any other professional(s) as necessary in order to obtain all licenses and approvals required to perform its obligations under this Subcontract. All such engineers, and/or any other professional(s) shall be identified by TVM.

4.4 TVM shall not engage or continue to employ, any subcontractor or materialman or any other third party who may be reasonably objectionable to Contractor, the District, the City, or the DIA.

4.5 **No Lien Rights.** TVM agrees that the District is a local unit of special purpose government, and the City is a municipal corporation, and that neither is an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District’s property, or as against the City or the City’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. In the event that any liens are claimed in connection with this Subcontract, TVM shall within ten (10) days transfer or otherwise discharge any such liens and further indemnify the District and the City from and against any claims, suits, demands, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with any such liens.

4.6 Time is of the essence for all performance required under this Subcontract. TVM shall complete all Work in compliance with the Schedule and so as to meet the milestones established pursuant to this Subcontract. Notwithstanding the foregoing, TVM shall be entitled to an equitable extension of such time frames, schedules and milestone deadlines to the extent that TVM's performance is unforeseeably and unavoidably delayed by cause(s) outside TVM's control, such as but not limited to delays that may result from labor strikes, riots, acts of war, acts or threats of terrorism, acts of governmental authorities, extraordinary weather conditions, pandemics, epidemics or other natural catastrophe, or any other cause beyond the reasonable control of either party or is delayed due to action or inaction on behalf of Contractor and / or the City, provided that (a) TVM complies with the notice requirements of this Subcontract, (b) any such extension shall be effective only if it is in writing and signed by Contractor. Similarly, Contractor's reasonable delay in performance shall be excused where attributable in whole or in part to cause(s) outside Contractor's reasonable control.

ARTICLE 5
TERMINATION

5.1 **Termination for Convenience.** Contractor may terminate this Subcontract at any time, without cause, upon ten business days prior written notice to TVM.

5.2 **Termination for Cause.**

1. Either party may terminate this Subcontract for cause if the other party materially breaches this Subcontract and fails within a ten (10) business day period after notice from the terminating party to commence and continue prompt and diligent correction of the breach.

2. In addition, Contractor may terminate this Subcontract for cause, and without the foregoing notice and cure period, in any of the following events:

.1 TVM fails to comply with the schedules and milestones set forth in the Schedule, except as a result of Force Majeure or delays where equitable extensions are granted in accordance with this Subcontract;

.2 TVM is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes;

.3 TVM has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

.4 TVM has failed to implement corrective action for audit deficiencies within a reasonable timeframe and upon reasonable notice by Contractor; or

.5 Any other event specified in this Subcontract as grounds for a termination for cause.

5.3 **Effect of Termination.**

1. Payment:

.1 In the event this Subcontract is terminated by Contractor without cause or by TVM for cause, TVM shall be entitled to (a) all amounts due to TVM under this Subcontract for work

completed prior to the effective date of termination and (b) any demobilization and other such additional costs reasonably and necessarily incurred by TVM, in Contractor's discretion, as a result of the early termination, said amount(s) being in full satisfaction of all of Contractor's payment and other obligations under this Subcontract.

.2 In the event this Subcontract is terminated by Contractor for cause:

(a) TVM shall not be entitled to any additional payment under this Subcontract;

(b) In the event the Artist becomes incapacitated or dies prior to Final Acceptance, such event shall not be a breach of this Subcontract, but for purposes of payment and rights in Artwork, shall be treated in accordance with the provisions applicable to termination by Contractor without cause.

ARTICLE 6 COMPENSATION

6.1 TVM Compensation.

1. Within ten (10) business days after execution of this Subcontract by both Parties, Contractor shall pay TVM the sum of _____ Dollars (\$_____).

2. Thereafter, Contractor shall pay TVM the amounts identified in the **Exhibit B** - Payment Schedule, as due upon completion of the applicable milestones identified therein, subject to and in accordance with the process outlined in subsection 6.2 below.

3. Any provisions in this Subcontract to the contrary notwithstanding, the total compensation paid to TVM in connection with this Subcontract shall **not exceed** _____ Dollars (\$_____) (the "**Total Compensation**").

4. TVM expressly understands and agrees that the foregoing payments are the total amounts payable to TVM under this Subcontract and must cover all of the Work to be performed by TVM or any subcontractor on TVM's behalf, all vendors, including two site visits, one of which shall coincide with the unveiling ceremony, insurance, delivery and all other costs and expenses. Budget excludes Artwork plaque and any other travel costs; all additional travel costs shall be reimbursed as per Exhibit B.

6.2 Method of Billing and Payment.

1. Payment Applications.

.1 Progress Payment Applications. Within fifteen (15) days after the completion of each milestone in the Payment Schedule for which TVM seeks payment (except for final payment), TVM shall submit to Contractor a progress payment application, which shall be in the form of a numbered invoice and shall identify all milestones completed by TVM, the milestone for which payment is sought, the date TVM completed the milestone for which payment is sought, the amount previously paid by Contractor for Work under this Subcontract, and the amount sought by TVM in the payment application.

.2 Final Payment Application. Within forty-five (45) days of the completion of the installation of the Artwork and all Work required under this Subcontract, including any items listed in an Inspection Report issued in accordance with subsection 2.4.5.3 above, TVM shall submit a final payment application, which shall clearly identify that it constitutes TVM's final payment application in connection with the Artwork, identify the amount previously paid to TVM on account of the Work and the Artwork, and the amount TVM seeks as final payment, and include the following

(a) A sworn, notarized Certificate that the Artwork has been installed in full accordance with the terms of this Subcontract or identifying any variations from the terms of this Subcontract;

(b) A certification of payment to subcontractors and suppliers in the form of **Exhibit E**, indicating payment for all services, labor, and materials furnished in connection with the Artwork through the time of submittal of the Final Payment Application; and

(c) Final Public Art Catalogue form.

.3 All payment applications shall be submitted via email to Contractor at _____ or via US mail to:

Attn: _____

2. Payments.

.1 If a payment application meets the requirements of this Subcontract and payment is otherwise due to TVM, payment shall be made within thirty (30) days after Contractor's receipt of the payment application.

.2 If a payment application does not meet the requirements of this Subcontract, Contractor will reject the payment request or invoice within twenty (20) business days of receipt. The rejection will be written and specify the deficiency and the action necessary to make the payment application proper. If a corrected payment application is then submitted, the corrected payment application will be paid or rejected within ten (10) business days after the date the corrected payment request or invoice is received.

.3 In addition, Contractor may withhold payment otherwise due, or pursue any and all other available legal remedies, on account of any of the following:

(a) Defective Work not remedied,

(b) Third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to Contractor is provided;

(c) Failure of TVM to make payments properly to subcontractors or suppliers;

- (d) Reasonable evidence that TVM's obligations or the Work cannot be completed for the unpaid balance under this Subcontract;
- (e) that the unpaid balance is insufficient to cover related damages to Contractor;
or
- (f) Failure to carry out TVM's obligations or the Work in accordance with this Subcontract.

.4 Contractor shall make payments to TVM in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes ("**Payment Act**"), including but not limited to the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Additionally, TVM shall make payments due to any subcontractor or materialman or any other third party within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. To the extent anything in this Subcontract is deemed inconsistent in any way with the Payment Act, the Payment Act shall control, and this Subcontract shall be construed to allow for the maximum amount of time allowable under the Payment Act in order for Contractor to review any punch lists and make payment.

.5 Pursuant to Section 255.078, Florida Statutes, Contractor may withhold from each payment made to TVM an amount not exceeding 5 percent of the payment as retainage. Five percent of the Total Compensation may be retained by Contractor until Final Acceptance.

3. Payment will be made to TVM as follows (or as otherwise directed by TVM in writing to Contractor):

THEVERYMANY, LLC
Attn: Marc Fornes
124 State Street, #3 Brooklyn, 11201 NY
Email Address: marcfornes@hotmail.com
Phone: _____

4. As a condition precedent to payment, TVM shall provide its federal identification number on a W-9 form provided by Contractor upon signing and returning this Subcontract.

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

6. TVM shall have the right to hold all Work if payment is not received within thirty (30) days of submission of Payment Application. TVM shall restart Work once payment is received.

6.3 Acceptance of final payment by TVM shall constitute a waiver of claims by TVM arising out of or in connection with this Subcontract, except those previously noticed in writing in accordance with this Subcontract and identified as unsettled at the time of TVM's final payment application.

ARTICLE 7
INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 **Indemnification.** To the fullest extent permitted by Laws and Regulations (as defined in the Primary Contract), and in addition to any other obligations of TVM under the Subcontract or otherwise, and for breach of Subcontract, TVM shall indemnify, hold harmless, and defend Contractor and Indemnitees (as defined in the Primary Contract) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of TVM, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work. In the event that any indemnification, defense or hold harmless provision of this Subcontract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of Contractor and Indemnitees. TVM shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees.

7.2 **Limitation of Liability.** The total liability of TVM arising under, in connection with, or out of this Subcontract, whether in contract, tort, or any legal theory of recovery, shall be limited to the greater of any applicable insurance limits under this Subcontract or \$800,000.00 (Eight Hundred Thousand Dollars and No Cents). The Parties agree that, pursuant to Section 725.06, Florida Statutes (to the extent applicable), this monetary limitation bears a reasonable commercial relationship to the contract and was part of the project specifications. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS SUBCONTRACT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO THE DISTRICT, THE CITY, AND/OR THE DIA UNDER THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES, AS AMENDED.

ARTICLE 8
INSURANCE

8.1 TVM's insurance obligations are set forth in **Exhibit D**, which is attached and incorporated herein, and TVM shall comply therewith.

ARTICLE 9
WARRANTIES

9.1 **Original Art.** TVM warrants and represents to Contractor and the District that the Artwork being fabricated and installed is the original product of TVM's own creative efforts, is original and not copied from any other work, is the result of TVM's own creative efforts and the Artwork exists only in a single edition.

9.2 **Warranty of Quality.** TVM warrants and represents to Contractor and the District that the Artwork shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating the deterioration of the Artwork, and that TVM shall correct, at TVM's expense, any such defects which appear within a period of one (1) year from Final Acceptance of the Artwork or completion of any repairs under this section, as applicable, provided that the artwork has been maintained as per the TVM's Maintenance Manual.

9.3 **Warranty of Non-Toxic/Safety.** TVM warrants and represents to Contractor and the District that the materials, means and methods of installation, and other such qualities of the Artwork as installed, are safe and not toxic or harmful to human health and/or the environment.

9.4 **Materials/No Liens.** TVM warrants and represents to Contractor and the District that all materials used will be new unless otherwise specified as repurposed material in the Approved Design Proposal. TVM shall deliver the Artwork to the District and the City, and the title thereto to the City, free and clear of any liens, including, without limitation, mechanics, supplier, and subcontractor liens.

9.5 **Intellectual Property Warranty.** TVM warrants and represents to Contractor and the District that the Work and/or the Artwork will not infringe upon or violate the rights of others, including, without limitation, the copyright, trademark, trade secret, patent or other intellectual property rights of others, the privacy or right of publicity of others, or contain any material that is defamatory. TVM further agrees that the Artwork shall not utilize any material in which another person has any intellectual property rights unless TVM first secures permission from the Contractor to include such material, obtains all necessary written permission from the property owner, and provides Contractor with all requested documentation identifying the material and the permission. In addition, if TVM uses or intends to use any third party-owned material, process or procedure in connection with the Artwork, TVM shall disclose (clearly identify and mark as third party-owned material) such material in the Design Proposal.

9.6 **Warranty of Authorization.** TVM warrants and represents to Contractor and the District that TVM possesses full power to enter into this Subcontract and to convey the rights herein granted to the District and the City without the consent of any third party.

ARTICLE 10
RIGHTS IN ARTWORK

10.1 All design documents, models, calculations, information, and other materials prepared by TVM for this project, in physical and/or electronic form, are “Instruments of Service”. TVM shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights and patent rights. TVM grants to the District and City a non-exclusive license to reproduce TVM’s Instruments of Service solely for purposes of using and maintaining the Artwork, provided that the Contractor is not in default of its payment obligations under this Subcontract. Any termination of this Subcontract prior to completion of the Work shall terminate this license.

10.2 Notwithstanding anything to the contrary in this Article 10, this Subcontract, or any other agreements relating to the Artwork, the District and City’s license as denoted herein does not include or extend to the District and City grant of a license or permission in any form whatsoever to any contractors, subcontractors, fabricators, consultants or other Project participants to make or use any photographs, drawings, films, videos or any other graphic or visual representation of the Artwork. In this regard, the District and City may not grant any such license or permission unless it obtains TVM’s prior written consent. TVM has the right to publicize the Artwork and its location in TVM’s promotional, publicity and marketing materials, lectures, and presentations.

10.3 TVM retains all reproduction rights afforded by the Copyright Act of 1976, as currently codified and amended, and any other reproduction rights in and to the Work except as limited in this Agreement.

10.4 TVM may not make any additional exact duplicate or three-dimensional scale reproductions of the Artwork, and may not grant permission to do so to any third parties except with the prior written permission of the District.

10.5 TVM acknowledges and consents that the Artwork may become an integral part of or may be affixed to the architecture of the Site or portions thereof, and acknowledges and consents that installation, affixation and/or integration of the Artwork may subject the Artwork to future removal, destruction, distortion, mutilation or other modification, including, without limitation, in connection with its removal and/or the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use thereof.

10.6 TVM expressly agrees that the District and/or the City and their designees shall have the right to remove, relocate, de-accession, sell, repair and/or destroy the Artwork without liability to TVM or others, provided that if TVM has completed the Artwork in accordance with this Subcontract:

10.7 Except as expressly stated otherwise in this Subcontract, to the fullest extent permitted by law, TVM's and the Artist's rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. §106A, are hereby waived.

ARTICLE 11
ARTIST CREDIT

11.1 Provided TVM completes the Artwork in accordance with this Subcontract:

1. Contractor shall, at the District's expense, prepare and install a plaque or sign at the Site identifying TVM, the title of the Artwork, and the year of completion. TVM shall have the right to review and approve the text and design of the plaque.

2. Any reproductions of the Artwork made by the District and/or the City will credit TVM and will contain a copyright notice substantially in the form "Copyright [or ©] 20__MARC FORNES / THEEVERYMANY. All Rights Reserved." Any reproductions of the Artwork made by TVM will credit the District and the City and will contain a notice in the form "An original work commissioned by The District Community Development District, " unless otherwise agreed to by the District, DIA, and the City.

3. If the District or the City intentionally and significantly modifies the Artwork as installed after Final Acceptance (and not as a result of the passage of time, effect of the elements, or maintenance or non-maintenance), and TVM in good faith believes that the Artist's reputation may be materially harmed thereby, TVM shall contact the District and the City, and TVM shall discuss in good faith how the Artwork may be repaired or corrected to TVM's reasonable satisfaction. If the District, the City, and TVM cannot agree on corrections or repairs to be made, or if corrections or repairs are agreed upon but not made within a reasonable period of time, TVM may request removal of the Artist's name from the plaque or sign, in which event such name shall be removed reasonably promptly thereafter from the plaque or sign, as TVM's sole remedy for any modification of the Artwork under this Subcontract.

ARTICLE 12
MISCELLANEOUS
ARTICLE 13

13.1 **Public Records; Confidentiality.**

1. TVM understands and agrees that all documents of any kind provided to Contractor in connection with this Subcontract may be public records, and, accordingly, TVM agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. TVM acknowledges that the designated public records custodian for the District is Patricia Thibault (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, TVM 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 Subcontract term and following the Subcontract term if TVM does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Subcontract, transfer to the District, at no cost, all public records in TVM’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 TVM, TVM 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 TVM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TVM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBCONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o PATRICIA COMINGS-THIBAUT, DPGF MANAGEMENT & CONSULTING, LLC, PATRICIA-COMINGS-THIBAUT@DPFG.COM, (321)263-0132, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.** TVM shall also, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section. TVM and each of its subcontractors performing Work under this Subcontract shall (a) maintain and retain and make available at reasonable times, for examination and audit by the District and the City, financial records, supporting documents, statistical records, and any other documents pertinent to this Subcontract and the Work for the required retention period of Chapter 119, Florida Statutes, if applicable, or for five (5) years after termination of this Subcontract, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

2. As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Subcontract to the other party of this Subcontract and/or the District whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. To the extent permitted by law, all Confidential Information shall be considered trade secrets in accordance with Section 815.04, Florida Statutes, and Section 812.081, Florida Statutes, and as such shall be confidential and exempt from Section 119.07(1), Florida Statutes. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without a duty of confidentiality or a breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without a duty of confidentiality or a breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without use of or access to the receiving party’s Confidential Information. Each will use the same degree of care that it uses to protect the confidentiality

of its own confidential information of like kind (but in no event less than reasonable care) not to disclose, make available, or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law (including, but not limited to, Section 119.07, Florida Statutes to the extent Confidential Information is not otherwise exempt from such requirements) to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

13.2 **Policy of Non-Discrimination.** In conformity with the requirements of Section 126.404, Ordinance Code, TVM represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Subcontract. TVM agrees that, on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that TVM shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files. TVM agrees that, if any of its obligations to be provided pursuant to this Subcontract are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

13.3 **Public Entity Crimes.** Pursuant to Section 287.133(2)(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.

TVM represents that in entering into this Subcontract, neither TVM, nor any of its subcontractors or suppliers, has been placed on the convicted vendor list within the last 36 months and, in the event that TVM, or its subcontractors or suppliers, is placed on the convicted vendor list, TVM shall immediately notify Contractor whereupon this Subcontract may be terminated in whole or in part by Contractor for cause.

13.4 **Discriminatory Vendor List.** TVM represents that neither it nor the Artist has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. Contractor may terminate this Subcontract effective immediately, without any further obligation to TVM, upon learning that such

representation is false or if TVM or the Artist or any of TVM’s contractors, officers or employees providing services or any of the Work in connection with this Project, is placed on the discriminatory vendor list.

13.5 **Independent Contractor.** TVM is an independent contractor under this Subcontract and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Subcontract. TVM shall not have the right to bind the District or the City to any obligation not expressly undertaken by Contractor, the District, or the City under this Subcontract.

13.6 **Third Party Beneficiaries.** The Parties acknowledge that there are no third party beneficiaries to this Subcontract, except for the Developer, Preston Hollow Capital LLC (“PHC”), the District, U.S. Bank National Association as the District’s bond trustee, the City, and the DIA, which in addition to Contractor shall have the right to enforce all warranties, insurance, indemnification, and other provisions of this Subcontract.

13.7 In the event TVM encounters any condition, event, or other circumstance of any type that TVM contends entitles TVM to an equitable extension of the time for performance under this Subcontract or to additional compensation or payment in connection with this Subcontract, TVM shall, within ten (10) business days of encountering same, serve written notice on Contractor identifying the condition, event, or circumstance and the existence and nature of TVM’s claim in connection therewith (“**Initial Claim Notice**”). Within ten (10) business days of serving an Initial Claim Notice, TVM shall submit to Contractor, in writing, the specific relief sought with substantiating information and data (“**Claim Substantiation**”). In the event that the underlying event, circumstance, or other condition is continuing, TVM shall note this in the Claim Substantiation and provide follow-up information to Contractor promptly upon written request and/or upon conclusion of the underlying event, circumstance, or other condition. Non-compliance with this section shall constitute a waiver of any claim as identified herein. TVM shall continue diligent performance under this Subcontract during resolution of any claims arising out of or in connection with this Subcontract.

13.8 **Exemption from competitive solicitation.** As single source artistic services, TVM’s Services are exempt from competitive solicitation requirements pursuant to District Rule of Procedure 3.5(3), Sec. 126.107(a), Ordinance Code, and Section 287.057(3)(e), Florida Statutes.

13.9 **Notices Generally.** In order for a notice to a party to be effective under this Subcontract, notice must be delivered in writing in person, which notice shall be effective upon receipt, or the notice may be sent via email with a contemporaneous copy thereof sent via U.S. first class mail, postage prepaid, in each case to the recipients/addresses set forth below and shall be effective upon mailing of the first class notice. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with these procedures.

FOR CONTRACTOR:

With CC to:

District Community Development District
c/o Kimley-Horn and Associates, Inc., District Engineer
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258

With CC to: Hopping Green & Sams P.A.
119 S. Monroe St., Suite 300
Tallahassee, Florida 32301
Attn: Jere Earlywine
Email Address: JereE@hgslaw.com

FOR TVM: THEVERYMANY, LLC
124 State Street, #3 Brooklyn, 11201 NY
Attn: Claudia Corcilus
Email Address: claudia@theverymany.com

13.10 **Assignment and Performance.**

1. Neither this Subcontract nor any right or interest or obligation herein may be assigned, transferred, subcontracted, or encumbered by TVM without the prior written consent of Contractor.

13.11 **E-Verify Requirements.**

1. TVM 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, TVM 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. Contractor may terminate this Subcontract immediately for cause if there is a good faith belief that TVM has knowingly violated Section 448.091, Florida Statutes.

2. If TVM anticipates entering into a subcontract with a subcontractor for the Work, TVM will not enter into said subcontract 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. TVM shall maintain a copy of such affidavit for the duration of this Subcontract and provide a copy to Contractor upon request.

3. In the event that Contractor has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but TVM has otherwise complied with its obligations hereunder, Contractor shall promptly notify TVM. TVM agrees to immediately terminate the agreement with the subcontractor upon notice from Contractor. Further, absent such notification from Contractor, TVM 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.

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

13.12 **Waiver of Breach.** The failure of either party to enforce any provision of this Subcontract shall not be deemed a waiver of such provision or modification of this Subcontract. A waiver of any breach under this Subcontract shall not be deemed a waiver of any subsequent breach.

13.13 **Severability.** In the event any part of this Subcontract is found to be unenforceable by any court of competent jurisdiction, such provision(s) shall be given the nearest permissible meaning to that stated herein. If no such meaning can be given, such provision(s) shall be severed from this Subcontract. In either event, the balance of this Subcontract shall remain in full force and effect.

13.14 **Joint Preparation.** This Subcontract has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

13.15 **Headings and Interpretation.** The headings contained in this Subcontract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Subcontract. All personal pronouns used in this Subcontract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Subcontract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

13.16 **Governing Law, Venue, and Waiver of Jury Trial.** This Subcontract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Subcontract shall be in the state or federal courts located in Duval County, Florida. BY ENTERING INTO THIS SUBCONTRACT, TVM AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SUBCONTRACT.

13.17 **Amendments.** No modification or amendment to this Subcontract shall be effective unless it is in writing and executed by authorized representatives of each party.

13.18 **Prior Agreements.** This Subcontract represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Subcontract that is not contained in this written document.

13.19 **Incorporation by Reference.** All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits hereto are also incorporated into and made a part of this Subcontract.

13.20 **Representation of Authority.** Each individual executing this Subcontract on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Subcontract on behalf of such party and does so with full legal authority.

13.21 **Survival.** The following provisions, as well as any other provisions which by their plain meaning are intended to survive expiration of this Subcontract: Article 3 Process; Article 4 Termination; Sections 5.3; Article 6 Indemnification and Limitation of Liability; Article 7 Insurance; Article 9 Warranties; Article 10 Rights in Artwork; Article 11 Artist Credit; and Article 12 Miscellaneous.

13.22 **Rights and Remedies.** The rights and remedies set forth in this Subcontract are without prejudice to any other rights and remedies existing under applicable law or otherwise, except where liability is expressly limited or a remedy is expressly stated to be a party’s sole remedy.

13.23 **Counterparts.** This Subcontract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Subcontract. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

13.24 **Scope of Agreement; Incorporation of Terms and Conditions of the Primary Contract.** TVM's relationship to Contractor shall be that of independent contractor, and Contractor shall have no responsibility for the safety or acts of TVM's employees, unless related to Contractor's negligent or willful behavior. TVM shall comply with the provisions of applicable federal, regional, state, county, city, and local legislation, laws, codes or regulations, or directives promulgated thereunder, applicable to TVM's status as an employer or business enterprise, including, but not limited to, TVM's obligations with regard to the health and safety of its employees, and the identification and securing of required business and professional permits, certificates, registrations, and licenses governing TVM's performance of this Subcontract.

13.25 **Waiver of Consequential Damages.** All Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to the services provided pursuant to this Project including, without limitation, claims relating to: loss of use; loss of profit; claims for delay impact or disruption; operational costs; market value and revenue; tax incentives/credits and rebates; insurance premiums; and project and TVM and/or Contractor reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Subcontract through their duly authorized representatives.

By _____

Print Name:

Its

Date: _____

By _____

Print Name _____

By _____

Print Name _____

THEVERYMANY, LLC

By _____

Print _____

Its _____

Date: _____

WITNESSES:

By _____

Print Name _____

By _____

Print Name _____

EXHIBIT A
TVM'S SERVICES

1.TVM's Scope of Services

1.1 Fabrication File Phase:

- Review of all Contractor provided documents, including site surveys, geo-technical surveys, as-built information and any other drawings or information submitted.
- Preparation of construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.

1.2 Fabrication and Installation Phase:

- Fabrication, transportation, delivery and installation of Artwork on Site;
- All other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal.

1.3 Acceptance / Close-Out

- Submit Project cataloging Form as per Exhibit C

2.Contractor's Responsibilities:

2.1 TVM may request at any time all construction information regarding the Site, including but not limited to soil reports, as-built surveys of the Site, including subsurface investigations that identify all underground utilities and other subsurface features that may impact the installation of the Artwork, and any reasonable assistance required by TVM to allow TVM to perform the services required by this Subcontract. To the extent such information is available to the Contractor or to third parties under the Contractor's control, the Contractor will promptly provide such information to TVM. TVM is entitled to rely on the accuracy, completeness and timely delivery of all such information, materials, scaled drawings or other documentation; provided, however, that the Contractor will have no liability to TVM for any such information, materials, scale drawings, or other documentation that were developed, produced, generated, or otherwise created by parties other than the Contractor, including but not limited to the City's Project architects, engineers, design professionals, or consultants.

2.2 Contractor to provide TVM with all current drawings and specifications including any revisions prepared by District's and City's consultants and subconsultants throughout the time of this agreement.

2.3 Notwithstanding the foregoing, in no event shall TVM be responsible to search for, test for, investigate the presence of, monitor, remediate, abate, clean up, remove, dispose, contain, treat,

detrify or neutralize asbestos, polychlorinated biphenyls (PCB's), petroleum, other hazardous or toxic materials, radioactive material or any other pollutant within the Site. TVM shall not be responsible to investigate any subsurface conditions and is entitled to rely on the accuracy of the information concerning the existence and location of underground utilities and other subsurface conditions at the Site provided by the Contractor or the Project team. Any increased costs and/or expenses due to unanticipated subsurface or environmental conditions shall not be the responsibility of TVM.

EXHIBIT B
PAYMENT AND PERFORMANCE SCHEDULE AND MILESTONES
FOR FABRICATION AND INSTALLATION PHASE

[TVM TO REVISE BASED UPON SPECIFICS DEVELOPED DURING PREPARATION OF FINAL DOCUMENTS]

Fabrication and Installation Milestones	Performance Date	Payment Amount
Milestone 1 - Execution		\$
Milestone 2 - Fabrication File Phase		\$
Milestone 3 - 30% Fabrication (Laser cutting complete)		\$
Milestone 4 - 60% Fabrication (Parts Folding and Preparation completed)		\$
Milestone 5 - 100% Fabrication (Parts painted, protected, crated and ready to ship)		\$
Milestone 6 - Substantial Completion		\$
Milestone 7 - Acceptance / Close Out (including Final Acceptance of Artwork by the District and the submission of the Cataloguing Form (Exhibit C)).		\$
TOTAL BUDGET		\$

EXHIBIT C
PUBLIC ART CATALOGUE FORM

To be filled out by TVM, dated and signed:

After Final Acceptance of Artwork, to certify actual materials, methods and maintenance update

For Warranty Work or Maintenance Work that results in changes to original Catalogue Form

I. GENERAL INFORMATION	
Project Title:	
Artwork Title:	
Address & Location:	
Today's Date	
II. ARTIST INFORMATION	
Vendor #:	
Index Code:	
Sub-object:	
Name of Artist Company:	
Name of Artist or Artists	
Name for use on plaque and public relations materials (if differs from above):	
AKA, if applicable	
Address:	
E-mail:	
Website (if any):	
Phone:	O:
	M:
	H:
	Fax:
One paragraph biography of Artist (including DOB and birthplace):	
Photograph of Artist (attached):	
III. OBJECT INFORMATION	
Medium (list all if multiple)	
Placement (physical positioning):	
Distance to closest body of water	
Distance to and relation to and amount of vehicular traffic (heavy, light)	

Intended human interaction, if any	
Possible unintended human interaction	
Map	
Describe nearby solar or electrical lighting or ambient light and how may affect impact of artwork	
Other Environmental Factors & Landscaping Description (including factors which may affect the condition of the artwork such as sunlight, etc.)	
Object Dimensions in inches & Weight in pounds (list by piece if multiple):	H:
	W:
	D:
	Weight:
Base/ Support Systems Dimensions & Weight:	H:
	W:
	D:
	Weight:
Plaque material, verbiage & placement (with input from District):	
Artist statement of intent for plaque (one sentence)	
Interior Lighting (type and positioning):	
Exterior Lighting (type and positioning and estimated cost)	
Explain how Artwork will be visible by day and night:	
Inscription or marks:	
Artist's Intent (including site-specificity, if any):	
Description of the design basis and context of the Artwork:	
Public Use:	
Detailed Description:	
IV. Budget as per Design Contract and Exhibit B of this Subcontract	
	Vendor:
	Location
	Cost:

	Name of Item:	
	Manufacturer info (address, phone, fax, email):	
	Supplier info (address, phone, fax, email):	
(check "YES" or "NO"):	YES	NO
	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail	
Website:		
Date of Final Installation:		
VII. MAINTENANCE PLAN (attach schedule of maintenance for specific items: light bulb, electronics etc.)		
Maintenance treatment description:		
Maintenance treatment schedule:		
Desired appearance of artwork & Aging expectations:		
Aging expectations:		
Expected lifespan of artwork:		
	Materials list	
	Color Samples	
	Replacement components (including specs)	
	Safety Data Sheets	
	Special Tools	
	Other	
Describe in detail method of addressing repairs and cleaning and best practice and tools (eg spray paint or brush paint, soap or no soap)		
Artist Warrants Artwork against defectiveness within first year. Other Warranties (provide copies):		
Other Warranties (provide copies):		

Value of the Artwork (including the Artist's basis for determination of value)	
Other:	

TVM certifies by below signature that the above Artwork Cataloging Information is accurate according to the actual methods and materials used in fabrication and installation as part of TVM's Final Acceptance documentation.

THEVERYMANY, LLC

BY: _____

PRINT NAME: _____

ITS: _____

DATE: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Maintenance & Conservation Completion Log (to be filled out by [_____]):

Date Completed	Assessment/ Maintenance/Conservation	Examined by	Additional Comments

EXHIBIT D
INSURANCE REQUIREMENTS

A. Insurance. Without limiting its liability under this Subcontract, TVM shall obtain in accordance with this Subcontract and in any case prior to commencement of the Fabrication and Installation Work, and maintain at its sole expense during the life of this Subcontract (and TVM shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Type of Insurance	Limits
Workers' Compensation and Occupational Disease Insurance in accordance with applicable laws. Must include Waiver of Subrogation	Statutory
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Commercial General Liability <ul style="list-style-type: none"> ✓ Contractual Liability ✓ Completed Operations/Product Liability ✓ Personal & Advertising Injury ✓ Written on a per occurrence basis ✓ Severability of Interests ✓ Additional Insured including completed operations endorsement 	\$2,000,000 General Aggregate \$2,000,000 Products/Comp/Ops Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
Professional Liability	\$1,000,000 Per Claim \$1,000,000 Annual Aggregate

During the continuance of this Agreement, TVM shall deposit with the Contractor current certificates evidencing the policies and endorsements set forth above and shall provide Contractor with at least thirty (30) days' written notice prior to the modification or cancellation of any insurance policy required under this Agreement. Certificates evidencing professional liability insurance coverage shall be furnished to the Contractor annually during this contract and for three years thereafter.

Certificate of Insurance Description Box MUST include:

- All policies except for Workers Compensation and Professional Liability, shall endorse _____ as additional insured
- All policies, except Professional Liability and Workers Compensation, shall include primary/non-contributory endorsement.
- All Policies, except Professional Liability, shall include a waiver of subrogation
- Project Name

Certificate Holder:

EXHIBIT E
PAYMENT CERTIFICATION

Project Name: _____

Project Address: _____

1. Except as set forth in Paragraph 2 below, the undersigned hereby certifies that all subcontractors, sub-subcontractors, laborers, materialmen who contracted with any of the above, and all professionals as referenced in Section 713.03, F.S., providing labor, materials, or services on the above-referenced project have been paid all funds to which they are entitled and/or have requested for labor or materials furnished through the following date: _____.

2. The following entities have not been paid the following amounts for the following reasons. A copy of any notices sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form.

<u>Entity Name</u>	<u>Amount Unpaid</u>	<u>Reason for Non-Payment</u>
--------------------	----------------------	-------------------------------

3. The undersigned is authorized to execute this Certification on behalf of Artist.

By: _____

(Signature)

Title: _____

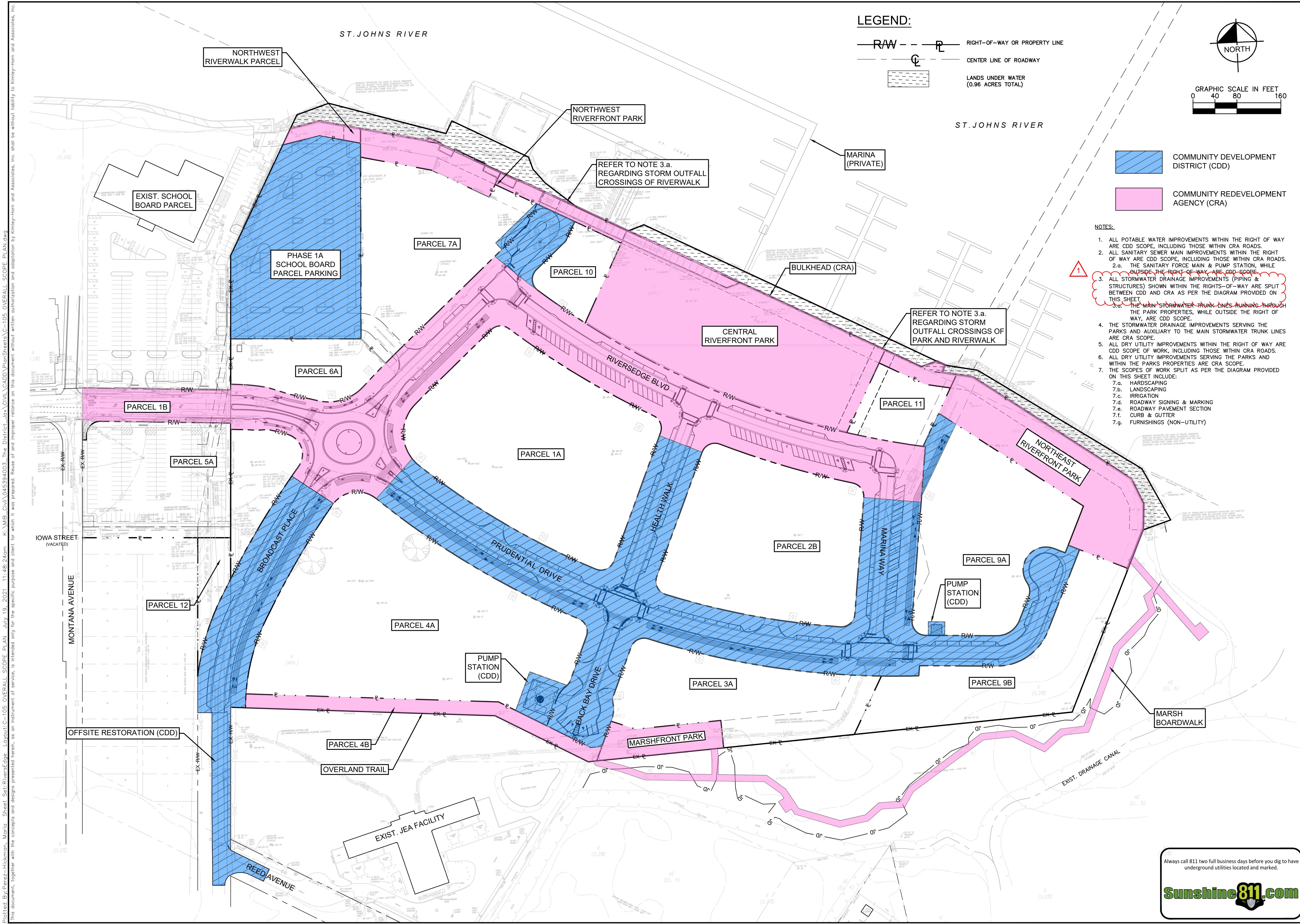
Company Name: _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public (seal)

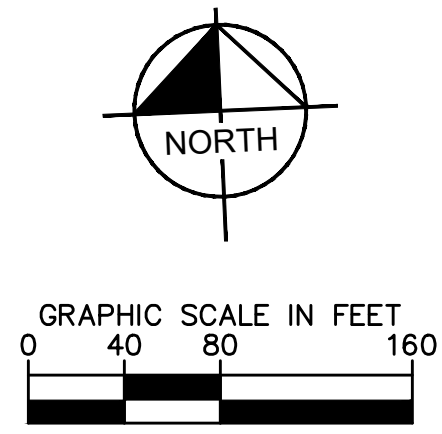
My Commission Expires: _____

Due to file size restrictions, the project CAD files cannot be uploaded to DEMANDSTAR. If you wish to receive the project CAD files, please submit a request to DistrictPhase3RFP@kimley-horn.com



LEGEND:

- RIGHT-OF-WAY OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- LANDS UNDER WATER (0.96 ACRES TOTAL)



- COMMUNITY DEVELOPMENT DISTRICT (CDD)
- COMMUNITY REDEVELOPMENT AGENCY (CRA)

NOTES:

1. ALL POTABLE WATER IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE, INCLUDING THOSE WITHIN CRA ROADS.
2. ALL SANITARY SEWER MAIN IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE, INCLUDING THOSE WITHIN CRA ROADS. 2.a. THE SANITARY FORCE MAIN & PUMP STATION, WHILE OUTSIDE THE RIGHT-OF-WAY, ARE CDD SCOPE.
3. ALL STORMWATER DRAINAGE IMPROVEMENTS (PIPING & STRUCTURES) SHOWN WITHIN THE RIGHTS-OF-WAY ARE SPLIT BETWEEN CDD AND CRA AS PER THE DIAGRAM PROVIDED ON THIS SHEET. 3.a. **THE MAIN STORMWATER TRUNK LINES RUNNING THROUGH THE PARK PROPERTIES, WHILE OUTSIDE THE RIGHT OF WAY, ARE CDD SCOPE.**
4. THE STORMWATER DRAINAGE IMPROVEMENTS SERVING THE PARKS AND AUXILIARY TO THE MAIN STORMWATER TRUNK LINES ARE CRA SCOPE.
5. ALL DRY UTILITY IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE OF WORK, INCLUDING THOSE WITHIN CRA ROADS.
6. ALL DRY UTILITY IMPROVEMENTS SERVING THE PARKS AND WITHIN THE PARKS PROPERTIES ARE CRA SCOPE.
7. THE SCOPES OF WORK SPLIT AS PER THE DIAGRAM PROVIDED ON THIS SHEET INCLUDE:
 - 7.a. HARDSCAPING
 - 7.b. LANDSCAPING
 - 7.c. IRRIGATION
 - 7.d. ROADWAY SIGNING & MARKING
 - 7.e. ROADWAY PAVEMENT SECTION
 - 7.f. CURB & GUTTER
 - 7.g. FURNISHINGS (NON-UTILITY)

Plotted By: Perez-Hickmon, Mario. Sheet Set: RiversEdge - Layout C-105 OVERALL SCOPE PLAN. July 19, 2021. 11:48:24am. K:\MIB_Civil\045394003-The District-Jack\DWG\CADD\PlanSheets\C-105 OVERALL SCOPE PLAN.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

		BID SET NOT FOR CONSTRUCTION JULY 7, 2021	07/19/2021 AB
LICENSED PROFESSIONAL AARON E. BUCHLER, P.E. FL LICENSE NUMBER 54606		DATE JULY 2021	
KHA PROJECT 045394003		SCALE: AS SHOWN	
OVERALL SCOPE PLAN		RIVERSEDGE	
CITY OF JACKSONVILLE, FLORIDA		SHEET NUMBER C-105	
REVISIONS		DATE BY	

Always call 811 two full business days before you dig to have
 underground utilities located and marked.

THE DISTRICT – PHASE 3 CRA & CDD RFPs
MANDATORY PRE-PROPOSAL MEETING

SIGN IN SHEET

Date-Time: July 16, 2021, 1:00 p.m.

Location: RiversEdge Site

NAME	TITLE	COMPANY	PH #	EMAIL
Tony Landry	President	RUSH MARINE LLC	813 393 7375	tlandry@rushinc.com
JAY TENNEY	BD MGR	C.A. MURREN & SONS	912 704 7696	jtenney@camurren.com
Jim Zenone	Est.	Petticoat-Schmitt Civil	904 751 0888	jzenone@petticotschmitt.com
Matthew Cumella	Estimator	trierit	407-821-5261	Chris.beaudoin@trierit.com
Spence Nagy	Estimator	Vallencourt Const.	904-742-5343	SPENCE@VALLENCOURT.COM
Brian Pate	Estimator	Baker Constructors	904 460 7950	bpate@bakercnstrctors.com
GARLAND CHICK	V.P.	JB COXWELL CONT	904-786-1120	estimating@jbcowell.com
David Hinson	P.M.	J.D. HINSON COMPANY	904-334-0060	DAVID@JDHINSON.COM
Kelsey Cox	P.M.	COJ	904 255 9931	KCOX@COJ.net
DENYCE CALHOUN	ENG.	VIA	904 994 3935	D.CALHOUN@CS.com
DENISE HEUKES	ADMIN	KIMLEY HORN	904 710 4015	denise.heukes@kimley-horn.com

THE DISTRICT – PHASE 3 CRA & CDD RFPs
MANDATORY PRE-PROPOSAL MEETING

Date-Time: July 16, 2021, 1:00 p.m.
Location: RiversEdge Site

SIGN IN SHEET

NAME	TITLE	COMPANY	PH #	EMAIL
JOEY DUNLON	DIRECTOR / PM	POND	(904) 545-5868	DUNLONJ@POND.CO.COM
Jonny Boston	Project Manager	CGC, Inc.	904-783-4119	office@cgccivil.com
MEISSA CASSIDY	SECRETARY	JAX Utilities Mgmt.	904-855-0111	jaxutilities@jaxum.comcast
ROB PAULGER	ESTIMATOR	J.B. LOXWELL	904-786-1120	ESTIMATOR@JBLoxwell.com biz.net
ANNA WALLING	KH LA	KIMLEY-HORN	904-828-3940	anna.walling@kimley-horn.com
BILL SCHILLING	CDD Engineer	KIMLEY-HORN	904-828-3940	bill.schilling@kimley-horn.com

**THE DISTRICT – PHASE 3 CRA & CDD RFP's
MANDATORY PRE-PROPOSAL MEETING**

DATE-TIME: July 16, 2021, 1:00 p.m.

MEETING MINUTES

Location: RiversEdge Site

Page 1 of 3

1. INTRODUCTION OF TEAM

- Bill Schilling, Kimley-Horn
- Mike Mullis, Kimley-Horn (not in attendance)
- Jason Sheasley, Kimley-Horn (not in attendance)
- Anna Walling, Kimley-Horn
- Denise Henkes, Kimley-Horn
- Pete Sheridan, VIA (not in attendance)
- Deryle Calhoun, VIA
- Danny Weber, VIA
- Joey Duncan, Pond
- Kelsey Cox, City of Jacksonville

2. RIVERSEDGE PROJECT, OVERALL DESCRIPTION

- A. The District and CDD cover approximately 32 acres
- B. Old southside generator site
- C. Power plant was owned by JEA
- D. Development will be mixed use, city parks, marina
- E. This is Phase 3 for the balance of the project excluding the School Board Parking Lot and new Bulkhead
- F. This project will be funded with both CDD and CRA (City) funds
- G. Bidding is being conducted publicly in accordance with CDD and City requirements and there is a zone of silence. No verbal questions – all questions must be submitted in writing, via email, to districtphase3rfp@kimley-horn.com.
- H. Issued as two separate RFPs to separate CDD vs CRA (City) Project
- I. ONE contractor will be selected for both RFPs
- J. Joey stated VIA and Pond will be providing CEI services on behalf of the City.

3. SCHEDULE

- A. Today (now) – Mandatory Pre-Proposal Meeting and Deadline for Challenges to Project Manual
- B. 7/19/21-7/30/21 – Can open site during normal business hours for site visit. Send email if you need to request access.
- C. 7/30/21 at 11am – Deadline for questions
- D. 8/6/21 at 11am – All proposal submittals are due
- E. Proposals will be reviewed and ranked at the CDD Board's August meeting
- F. Selected Contractor to be under contract no later than September 3, 2021
- G. Goal is to begin construction no later than early-October

4. PROJECT MANUAL

- A. Project Manual outlines the proposal requirements.
- B. All forms need to be completed in ink or typed and all blanks need to be filled in.
- C. Certificate of Insurance must be submitted with proposal.
- D. Audited financial statements are required for the last three years.
- E. Discussed Direct Purchase Option being retained by the CDD.

5. SUBMITTAL AND SCORING

- A. Submittal to include 10 original and 1 electronic copy, for each RFP.
- B. Scoring based upon licensing, experience, personnel, financial, pricing, and proposed schedule.

6. TECHNICAL DOCUMENTS THAT HAVE BEEN ISSUED

- A. Construction Plans for Duval County Public Schools School Board Parking Lot-Bid Set, dated July 7, 2021
- B. Construction Plans for Roadway & Utility Plans – Bid Set, dated July 7, 2021
- C. Construction Plans for Landscape, Hardscape, Irrigation Streetscape Plans – Bid Set, dated July 7, 2021
- D. Brownfield Site Rehabilitation Agreement and Clean Closure Plan, dated August 1, 2001 (“BSRA”)
- E. Site Rehabilitation Closure Order (“SRCO”)
- F. Soil Management Plan
- G. Dewatering Plan
- H. General Health and Safety Information Document

7. PLAN SET

- A. School Board Parking Lot Plans – Prudential Drive only to be included in the proposals
- B. Roadway and Utility Plans
- C. Streetscape Plans
- D. Parks, Riverwalk and Boardwalk plans are still in progress and will be provided at a later date after the RFP submittal deadline. Budget allowances are included in the CRA RFP for these items.

8. BID TABULATION SHEET

- A. It may not contain all of the items needed to construct and complete project. Include what you need for your bid tabulation within the excel file. Items listed in bid tabulation should not be deleted; if not using, indicate quantity of zero. Additionally, if item is not included in bid tabulation, please add it in the most appropriate category.
- B. Discussed CRA (City) Allowances for items still being designed. Proposers are solely responsible for compiling quantities for preparation of their proposals and the execution of work.

9. ARTIST CONTRACT

- A. \$2,000,000 – THEVERYMANY – Marc Fornes
- B. ADDENDUM 1, containing the Form of Contract with the Artist will be issued no later than EOD Monday, July 19, 2021.

10. PLAYGROUND EQUIPMENT CONTRACT

Playground Equipment Contract - \$1,000,000 – Provider not selected yet – Multiple providers being interviewed and evaluated

11. CAD FILES

CAD files have been requested; files will be distributed in ADDENDUM 1 no later than EOD, Monday, July 19, 2021.

12. ENVIRONMENTAL

- A. Contaminated Site
 - 1) Brownfields
 - 2) RCRA – Resource Conservation and Recovery Act
 - 3) Soil & Ground Water Contamination
 - 4) COC include, but may not be limited to; Arsenic, benzo(z)oyrene, lead, barium, dibenzo(a,h) anthracene, nickel, PCB's Vanadium
- B. Site Specific Health and Safety Plan must be Prepared by Selected Proposer
 - 1) Discussed Worker exposure to COC's
 - 2) CIH (Certified Industrial Hygienist) Signed & Sealed
 - 3) Submit HASP 2 Weeks prior to starting work
- C. Soil Management Plan
 - 1) Dust Control Plan
 - 2) Stormwater BMP's
 - 3) Assume all soil below 2-foot cap on-site to be contaminated
- D. Dewatering Plan
 - 1) Discharge to sanitary sewer under Industrial Use Discharge Permitting that must be obtained from JEA.
- E. Hydraulic Control System
 - 1) Must coordinate with O&M consultant (ECS)
 - 2) Discharge Line

HOME SITE vicinity map



LOCATED HERE TO THE PRESENT AND FUTURE ARE SHOWN BY A RED LINE
AND ASSOCIATES, INC.

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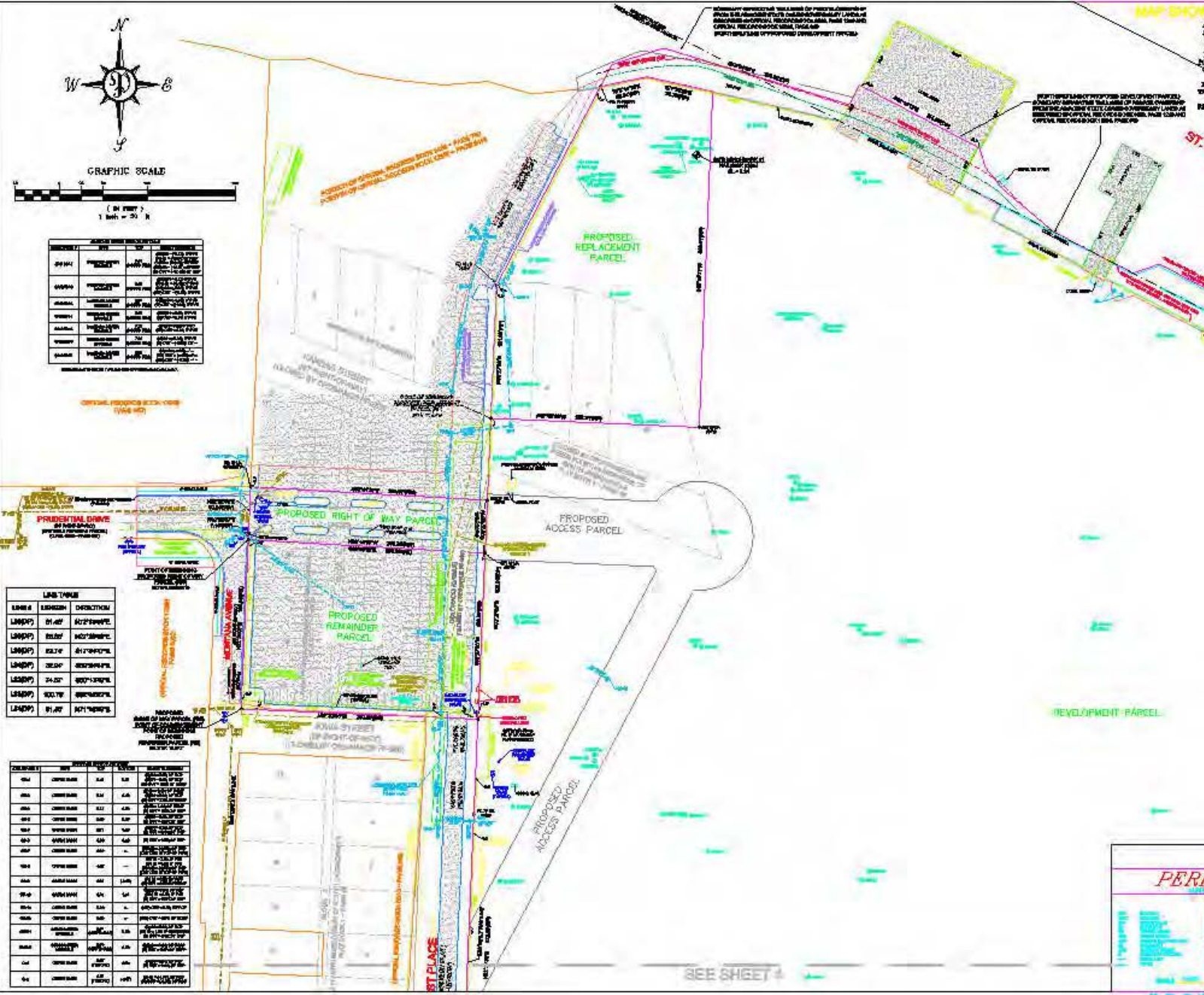
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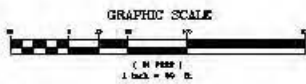
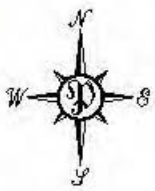


NO.	DATE	BY	REVISION
0001	01/15/10	JMM	ISSUE FOR PERMITS
0002	02/10/10	JMM	REVISED PER PERMITS
0003	03/10/10	JMM	REVISED PER PERMITS
0004	04/10/10	JMM	REVISED PER PERMITS
0005	05/10/10	JMM	REVISED PER PERMITS
0006	06/10/10	JMM	REVISED PER PERMITS
0007	07/10/10	JMM	REVISED PER PERMITS
0008	08/10/10	JMM	REVISED PER PERMITS
0009	09/10/10	JMM	REVISED PER PERMITS
0010	10/10/10	JMM	REVISED PER PERMITS
0011	11/10/10	JMM	REVISED PER PERMITS
0012	12/10/10	JMM	REVISED PER PERMITS

LINE #	LENGTH	DIRECTION
LINE 1	51.45'	S12°28'00"W
LINE 2	83.85'	S02°30'00"E
LINE 3	83.17'	S17°00'00"E
LINE 4	38.50'	S02°00'00"E
LINE 5	24.25'	S02°15'00"E
LINE 6	100.75'	S02°00'00"E
LINE 7	51.45'	N17°00'00"E

CHAIN #	NO.	DATE	BY	REVISION
001	001	01/15/10	JMM	ISSUE FOR PERMITS
	002	02/10/10	JMM	REVISED PER PERMITS
	003	03/10/10	JMM	REVISED PER PERMITS
	004	04/10/10	JMM	REVISED PER PERMITS
	005	05/10/10	JMM	REVISED PER PERMITS
	006	06/10/10	JMM	REVISED PER PERMITS
	007	07/10/10	JMM	REVISED PER PERMITS
	008	08/10/10	JMM	REVISED PER PERMITS
	009	09/10/10	JMM	REVISED PER PERMITS
	010	10/10/10	JMM	REVISED PER PERMITS
	011	11/10/10	JMM	REVISED PER PERMITS
	012	12/10/10	JMM	REVISED PER PERMITS





ALL OF THE ABOVE ARE PART OF THE LOT 17 TRACT AS SHOWN ON THE PLAT OF THE ST. JOHN'S RIVER

ST. JOHN'S RIVER

DEVELOPMENT PARCEL

SEE SHEET 3

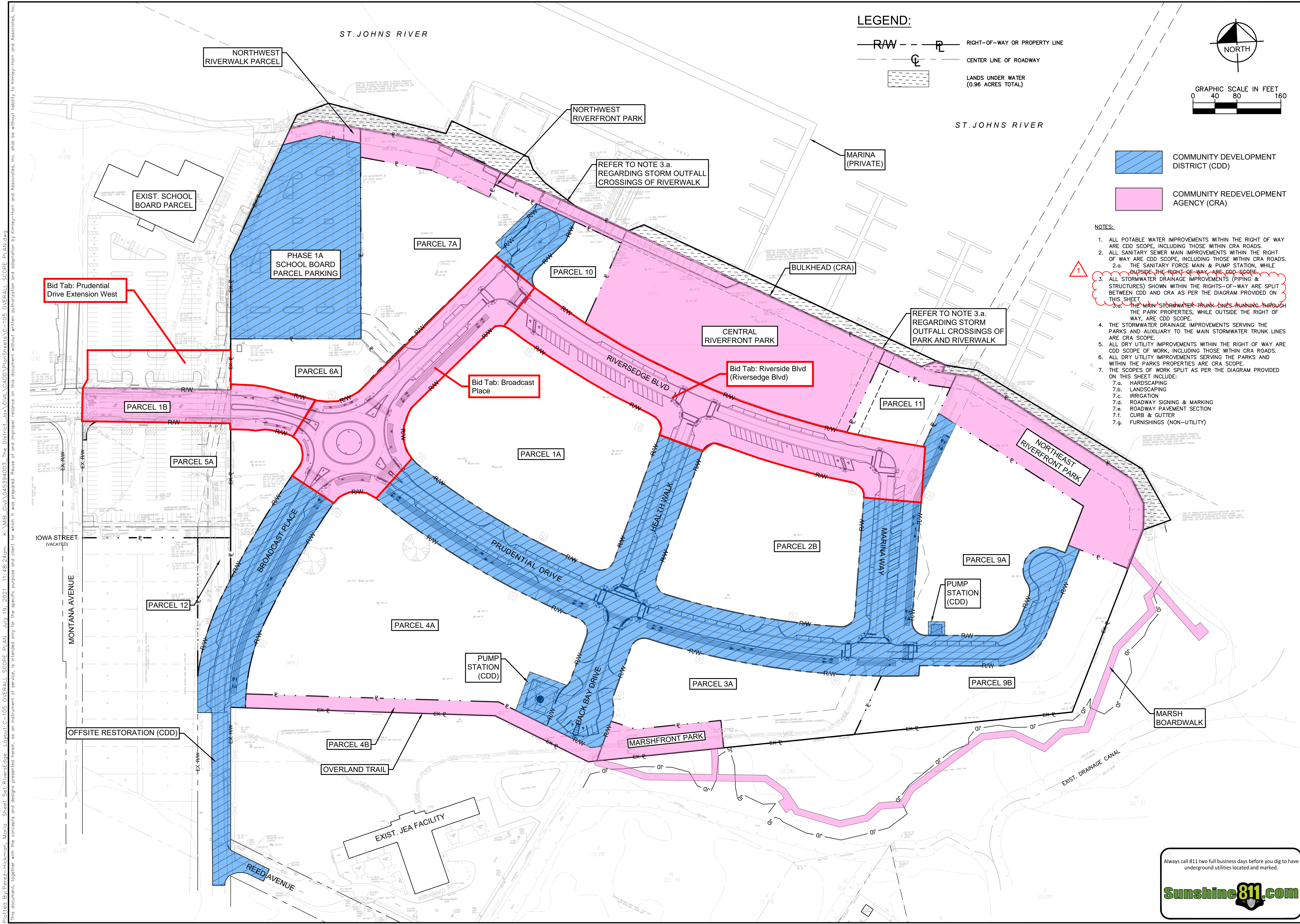
SEE SHEET 4

WOODLAND PRESERVE PARCEL

WOODLAND PRESERVE PARCEL

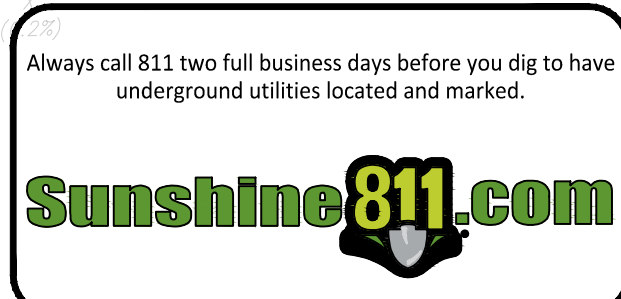
PER

Legend table with various colored lines and symbols.



Plotted By: Perez-Hickmon, Mario. Sheet Set: Riverside - 105 OVERALL SCOPE PLAN. July 19, 2021. 11:48:24am. K:\MIB_Civil\045394003-The District-Jack\DWG\CADD\PlanSheets\C-105 OVERALL SCOPE PLAN.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

		BID SET NOT FOR CONSTRUCTION JULY 7, 2021	07/19/2021 AB
LICENSED PROFESSIONAL AARON E. BUCHLER, P.E. FL LICENSE NUMBER 54606		DATE JULY 2021	
KVA PROJECT 045394003		SCALE: AS SHOWN	
OVERALL SCOPE PLAN RIVERSEDGE		DESIGNED BY: JUL DRAWN BY: JUL CHECKED BY: AB	
CITY OF JACKSONVILLE FLORIDA		SHEET NUMBER C-105	



THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 2 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: July 22, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Responses to written questions received on or before July 21, 2021, 5:00 p.m., for the Phase 3 CDD and CRA Projects.
2. CAD file of the topographic survey prepared by Perret and Associates, Inc., dated October 8, 2018.
3. Revised Phase 3 CRA Project Bid Tabulation form
4. JEA Standard Class II Pump Station Specifications
5. JEA Standard Pump Station Construction Details

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPFM Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

This technical document covers The District – Phase 3 Proposer questions received on or before July 22nd, 2021.

1. Is it the intent to award both the CRA project and the CDD project to a single contractor?

Yes

2. Will any construction take place on the Outparcels concurrently with this project?

Yes, it is possible that construction may occur concurrently on the private development parcels within the project. Proposer should plan accordingly.

3. Please provide the CADD files to help facilitate the material and earthwork takeoffs.

CADD files for the project have been provided as part of Addendum 1.

4. We were unable to locate information regarding existing ground elevations in the plans. Please provide the existing ground elevations in a CADD file format.

The original topographic survey CAD file, prepared by Perret and Associates, Inc., dated October 8, 2018, has been provided as part of this addendum.

5. The CRA “Bid Tabulation Summary” form and “Bid Tabulation” form each refer to Riverside Drive (item 8 on the Bid Tabulation Summary form). Please confirm “Riverside Drive” on these forms is the same road as “RiversEdge Blvd.” in the drawings

Any references to "Riverside Drive" are in fact meant to be for "RiversEdge Blvd".

6. Sheet C-105 of the plans delineates the parts of the project to be included in the CRA contract and the parts to be included in the CDD contract. The CRA is shown in Pink and the CDD is shown in Blue. Prudential Drive east of the Roundabout is “Blue” and is thereby shown to be included in the CDD contract. This conforms with the description of the scope of work shown on the “CDD” “Bid Tabulation Summary” form. Item #6 on the “CRA” Bid Tabulation Summary form indicates a portion of Prudential Drive east of the Roundabout

is included in the “CRA” Contract but it does not appear to be shown that way on plan sheet C-105. Please clarify.

Item #6 - "CRA Prudential Extension - East" was shown in error on the CRA Bid tabulation form. It has been removed. Please see the revised bid tabulation form and a Bid Tabulation Delineation Exhibit attached.

7. The “CRA” Bid Tabulation Form has sections specifically set aside for Prudential Drive – West of the Round About, Prudential Dive – East of The Round About, Broadcast Place – Including the Roundabout, and Riverside Drive. There is no clear delineation shown on the plans to indicate where one section of the Bid Tabulation form ends and another section of the Bid Tabulation form begins. Please clarify on the drawings the limits to be included in each portion of the bid form.

Please see the Bid Tabulation Delineation Exhibit provided as part of this Addendum.

8. Note 3 on plan sheet C-105 says “All Stormwater Drainage Improvements (Piping and Structures) Within The Right of Way are CDD Scope, Including Those Within CRA Roads”. The Prudential Drive West portion of the “CRA” Bid Form has drainage pipe and structures listed. The pipe and structures in the plans do not appear to match the bid items listed in the “CRA” Prudential West bid form. Please clarify where the cost for the drainage pipe and structures in the ROW of Prudential Drive West are to be included.

See Addendum #1 - "Revised sheet C-105 for clarification. Drainage components within the CRA ROW will be a CRA cost and drainage components within the CDD ROW will be a CDD cost.

9. Note 3 on plan sheet C-105 says “All Stormwater Drainage Improvements (Piping and Structures) Within The Right of Way are CDD Scope, Including Those Within CRA Roads”. The Broadcast Place portion of the “CRA” Bid Form has drainage pipe and structures listed. Please clarify where the cost for the drainage pipe and structures in the ROW of Broadcast Place are to be included.

See Addendum #1 - "Revised sheet C-105 for clarification. Drainage components within the CRA ROW will be a CRA cost and drainage components within the CDD ROW will be a CDD cost.

-
10. The proposed bulkhead at the river is being installed under a separate contract. Will the 48" storm pipe penetration at the new bulkhead be performed under the Bulkhead contract? If the pipe penetration and a single 48" pipe stub-out are performed by the Bulkhead contractor it will minimize conflicts regarding potential bulkhead damage/failure.

The 48" storm pipe penetration at the new bulkhead will be performed under the Bulkhead contract.

11. We were unable to find a detail for the 48" Storm pipe penetration at the proposed bulkhead in the drawings. If the penetration is to be performed under this contract, please provide a bulkhead penetration detail.

The 48" storm pipe penetration at the new bulkhead will be performed under the Bulkhead contract.

12. Please exclude the "Allowances" in the CRA contract from the 20% JSEB goal. The CRA allowances of \$11,713,000.00 add \$2,342,600.00 of JSEB contribution. The proposer has no control over the Allowances and the \$2,342,600.00 additional JSEB contribution makes the JSEB goal for the scope of work the proposer is responsible for substantially higher than 20%.

The intent of this contract, is that the selected proposer will be responsible for the construction of the improvements contemplated as a part of the allowances and that the selected proposer will make good faith efforts to achieve the JSEB Goal for all work performed including the work contemplated as part of the allowances. Understanding that the designs are not complete for the allowance items, as part of their proposals, proposers shall summarize their JSEB subcontractors and JSEB participation percentages separately for the non-allowance items and should commit to making good-faith efforts to achieving the JSEB goal for the allowance items in the future.

13. The First paragraph in Part I (A) Notice of Request for Proposals in the Project Manual for both the CRA and CDD projects mention the "Duval County Schools School Board Parking Lot" bid set. However, neither the "Bid Tabulation Summary" nor the "Bid Tabulation Form" for either the CDD or the CRA specifically indicate the work shown in the School Board Parking Lot Bid Set is part of the project. Please clarify if the work shown in the School Board Parking Lot Bid Set is part of the project.

The Prudential Drive Extension shown in the school board plan set is included in the "CRA - Prudential Extension - West of Roundabout" bid tab. Except for the water line work. This work should be included in the CDD - Water bid tab form.

14. If the work shown in the School Board Parking Lot Bid Set is part of the project, should the cost be included as part of the CDD or the CRA?

The Prudential Drive Extension and minor parking lot improvements shown in the school board plan set is included in the CRA cost. Except for the water line work. This work should be included in the CDD cost.

15. There are discrepancies between the way the silt fence is shown on sheet C-201 and the way it is shown on sheets C-900 thru C-915. Sheet C-905 shows silt fence in an area where it is not called for on sheet C-202. Sheet C-907 shows a double run of silt fence along the bulkhead and sheet C-202 shows a single run. Please clarify.

For the purposes of this Phase 3 bid, Proposers shall base their bids for the silt fence as shown on sheet C-201.

16. Please postpone the bid date 30 days to allow the contractor to do the detailed material takeoffs and cost analysis this project warrants.

There are no plans to change the "bid submittal" due date at this time.

17. Please provide the budget for each of the projects. We will forward the information to the bonding company when we get the 25% bid bonds.

The project has been designed and the budget has been prepared based on the District Engineer's opinion of probable construction cost, utilizing industry standards and available unit costs. The project budget has been approved by the Owner and the project is fully funded. We anticipate that the proposal prices will fall within the acceptable range for the project cost.

18. Will the contractor be required to pay JEA for the dewatering permit?

Yes

-
19. Will the contractor be required to pay JEA for any construction dewatering that discharges into the JEA sewer system?

Yes

20. Please provide the location of the JEA Sewer Manhole to be used for construction dewatering discharge.

It is the proposer's responsibility to coordinate with JEA to determine which manhole JEA requires discharging to.

21. JEA can take 60 to 90 days to review applications for permits to discharge contaminated water into their sewer system. The project manual indicates the contract will be signed in September 2021 and calls for a construction schedule to be submitted with the bid. What is the anticipated start date for the project?

Proposers shall provide an anticipated construction start date based on their review of the Project manual and the improvement plans. It should be assumed that the selected proposer will be under contract by September 3, 2021 as specified in the Project Manual.

22. The General Information for Health and Safety Plan Preparation report provided in the bid documents "recommends" the contractor use a Certified Industrial Hygienist (CIH) to prepare their site-specific Health & Safety Plan (HASP). However, in the Soil Management Plan, Stormwater Improvements, Utility Construction and Dewatering Addendum, Section 5.1, item "F" indicates contractors whose workers may encounter contaminated material are "required" to have a site-specific HASP that is signed and sealed by a CIH. Is the use of a CIH to develop the HASP a recommendation or a requirement?

It is required that the contractor use a certified industrial Hygienist to prepare a HASP. The HASP must be submitted to the District Engineer at least two weeks prior to construction commencement for review and approval.

23. Who pays for the Geotechnical Testing, densities, etc.?

If it is determined upon the proposers review of the RFP documents that survey, geotechnical, testing, or any other services are needed for the successful completion of the proposers work, then the proposer should include that cost as part the bid and would be the proposers responsibility.

24. What is to be done with the existing monitoring wells on the project? Is the monitoring well relocation work complete? Will all necessary work associated with the monitoring wells be performed by others?

Select monitoring wells associated with the groundwater contaminant system have already been abandoned by the owner. However, other monitoring wells remain in place. The Contractor is responsible for ensuring that the monitoring wells are not disturbed during construction. The Contractor is responsible for notifying Kimley-Horn of conflicts with any of the existing monitoring wells on-site. Work associated with the abandonment or replacement of the monitoring wells will be performed by the CDD.

25. Please provide the Sewer Lift Station detail sheets for both lift stations.

The JEA pump station will be a Class II pump station facility with an 8-ft diameter, concrete wet well approximately 23-ft deep and with dual pumps, controls, equipment, etc. typical of JEA Class II pump stations and as shown in the typical JEA details provided as part of this Addendum

The private pump station will be a 6-ft diameter concrete or fiberglass wet well approximately 14-ft deep and with dual pumps, controls, equipment, etc. typical of local residential developments and meeting JEA requirements.

26. Will the contractor be responsible for paying for the contamination testing of stockpiled soil that is required prior to its disposal?

The CDD will pay for the stockpile testing. The Contractor is responsible for coordinating with Kimley-Horn to have the soil stockpiles sampled and tested.

27. There do not appear to be any bid items for the Hardscape in the CDD Bid Tabulation. How is the contractor to be compensated for the Hardscape work within the CDD portion of the project?

Per the bid Forms-This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work. If additional items are needed to complete the project, they should be added to the bid tabulation sheet.

28. We did not find The Redevelopment Agreement among the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and Owner for Redevelopment of the JEA Southside Generator Parcel, dated July 12, 2018, together with all agreements and exhibits thereto in the bid documents. Per Section 9.01, item 12, of the Standard Form of Agreement, it is to become part of the successful proposers contract for the project. If the Redevelopment Agreement is intended to be part of the contract agreement with the successful proposer, please provide the Redevelopment Agreement for proposers to review.

As specified in the Project Manual the applicable requirements of the Redevelopment Agreement have been written into the forms of contract included with the Project Manual. Moreover, Proposers were asked to provide any proposed changes to the contract form. Accordingly, proposed changes/clarifications to the contract form such as this one have been noted and will be considered in connection with the evaluation and scoring of all proposals and, as appropriate, addressed/clarified following issuance of a Notice of Award.

29. On page 3 of the Supplementary Conditions, Item 8 calls for “Design Professional Liability Insurance”. Proposers are not performing design services for this project. Will the contractor be required to meet the “Design Professional Liability Insurance” requirement?

As specified in the Project Manual CRA Project – Phase 3 - CRA and CDD Projects, Proposers were asked to provide any proposed changes to the contract form. Accordingly, proposed changes/clarifications to the contract form such as this one have been noted and will be considered in connection with the evaluation and scoring of all proposals and, as appropriate addressed/clarified following issuance of a Notice of Award.

30. Are there portions to be bored?

No utilities are currently proposed to be bored.

31. What are the approximate lengths, sizes, and types of pipes to be installed on the project?

All project information, plans and CADD files for the project have been provided as part of the RFP and Addendum 1.

32. On page 6 of the Supplementary Conditions, Exhibit P requires the contractor to have Builders Risk insurance. Our insurance agent indicated Builders Risk insurance does not apply to the civil work included in this projects' scope. Will the contractor be required to meet the Builders Risk insurance requirements?

As specified in the Project Manual CRA Project – Phase 3 - CRA and CDD Projects, Proposers were asked to provide any proposed changes to the contract form. Accordingly, proposed changes/clarifications to the contract form such as this one have been noted and will be considered in connection with the evaluation and scoring of all proposals and, as appropriate addressed/clarified following issuance of a Notice of Award.

33. Do you require union proposers only for your projects?

The project does not have a requirement for union proposers. However, note that there is the Jacksonville Small and Emerging Business (JSEB) requirement for all proposers. The Proposers shall obtain from the City's Procurement Division the list of certified JSEB, and shall, in accordance with Municipal Ordinance Code ("Code") Sections 126.601 et seq., enter into contracts with DIA certified JSEBs to provide materials or services in an aggregate amount of at least twenty percent (20%) of the total Contract Price of the Phase 3 – CRA and CDD Projects

34. I am wondering if you have the plans and specifications for the Phase 3 Community Development District (CDD) Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) project?

All current information for this project is on DEMANDSTAR, listed under "The District Community Development District-Notice of Request for Proposal - Phase 3 of CDD Project" and "The District Community Development District-Notice of Request for Proposal - Phase 3 of CRA Project". That being said, and in case you are not able to access DEMANDSTAR, please request the project documents from the email DistrictPhase3RFP@kimley-horn.com.

35. Will the portions be directionally bored or jack and bored?

No utilities are currently proposed to be bored.

36. What are the lengths and sizes of the portions to be bored?

No utilities are currently proposed to be bored.

37. There are discrepancies between the striping plans and the hardscape plans at the on-street bike lane crosswalks. On sheets C-601, C-602, C-609, and C-610A, the on-street bike lane crosswalks are shown to be "Green Paint on Asphalt". The on-street bike lane crosswalks on sheets H-301, H-302, H-309, and H-310A appear to be vehicular brick pavers. Will bike lane crosswalks be asphalt or brick pavers? If they are brick pavers, will they be painted green?

For the purposes of this phase 3 Bid, Proposers shall base their bids for the "on-street bike lane crosswalks" as "green paint on asphalt" as shown on plan sheets C-601, C-602, C-609, and C-610A.

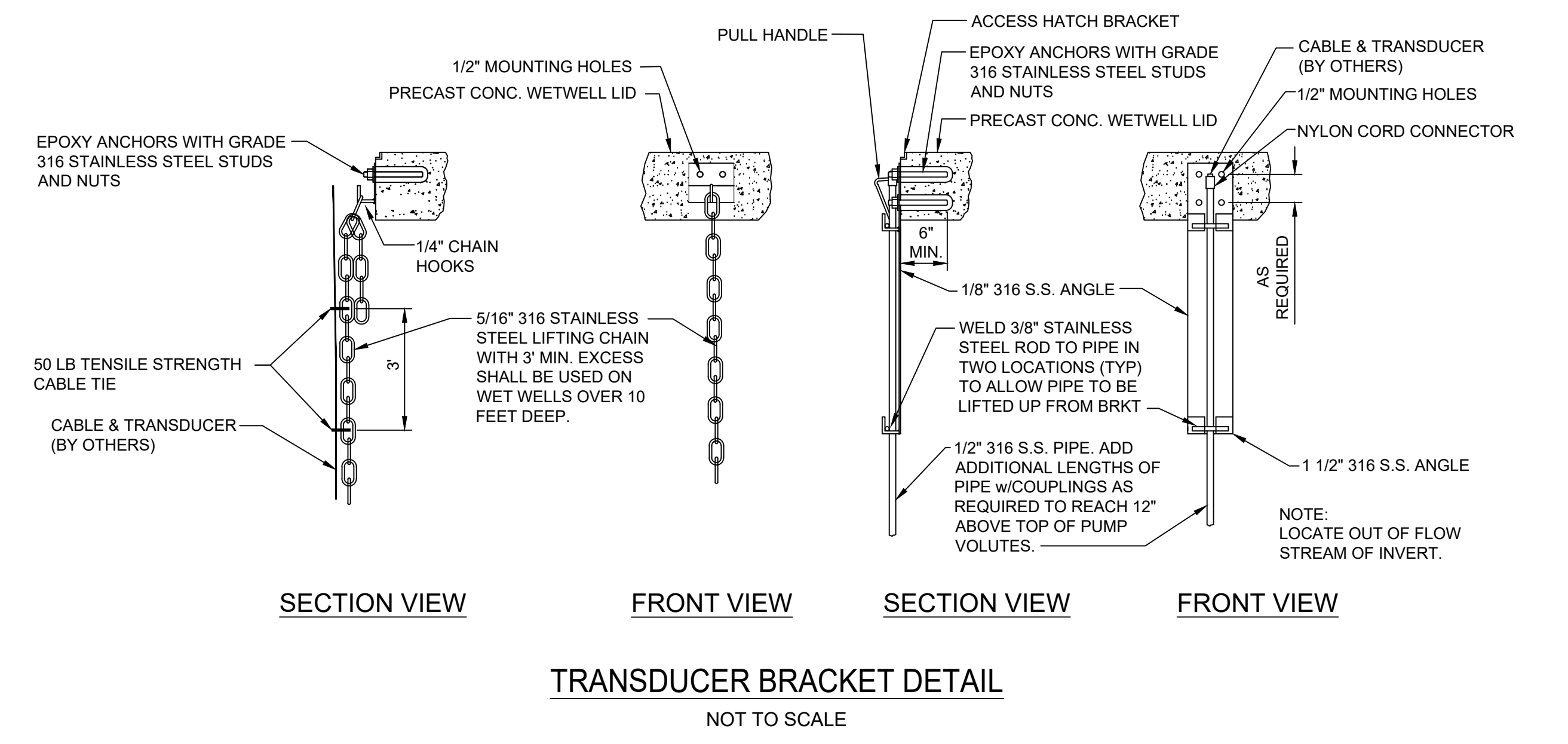
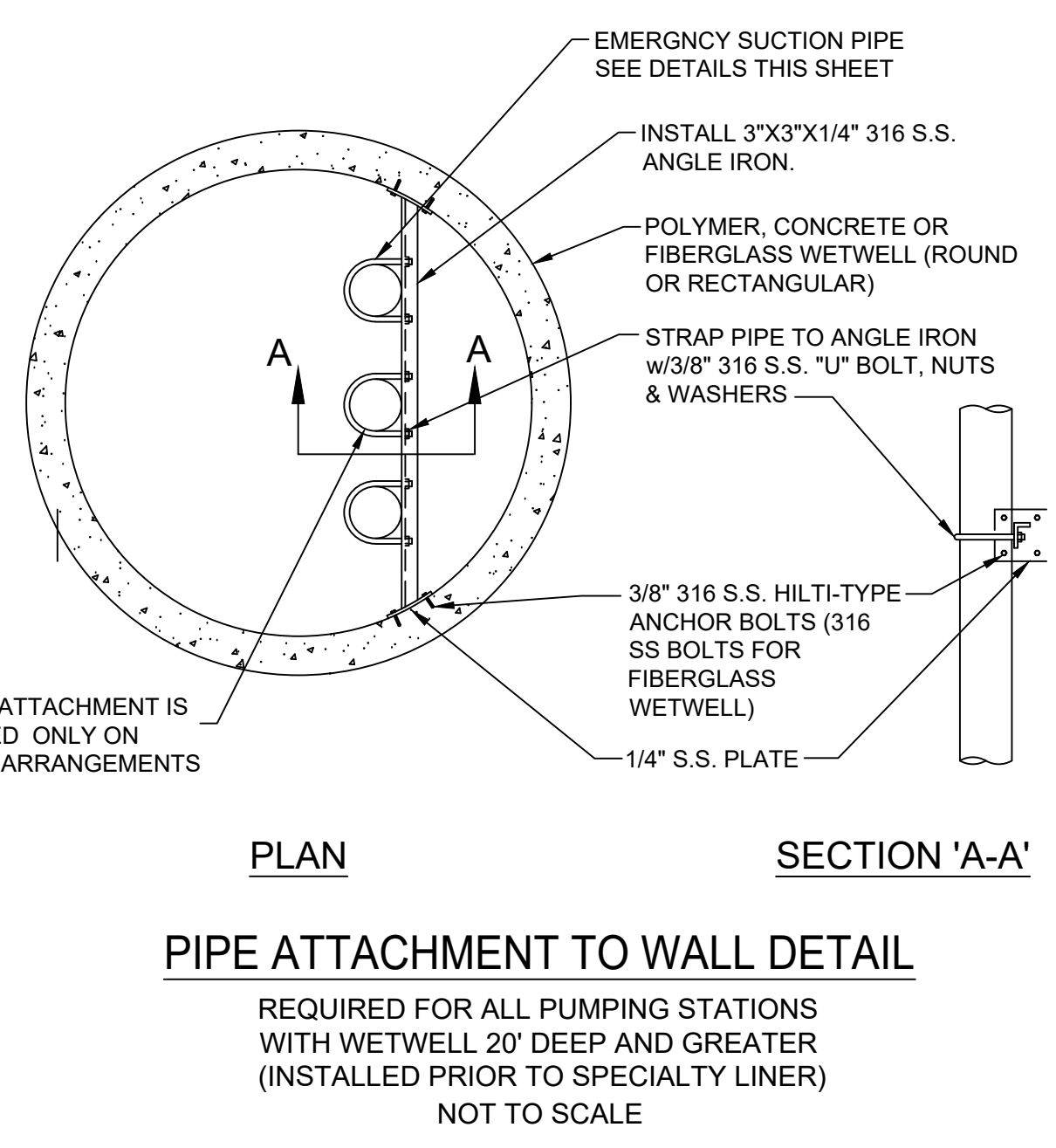
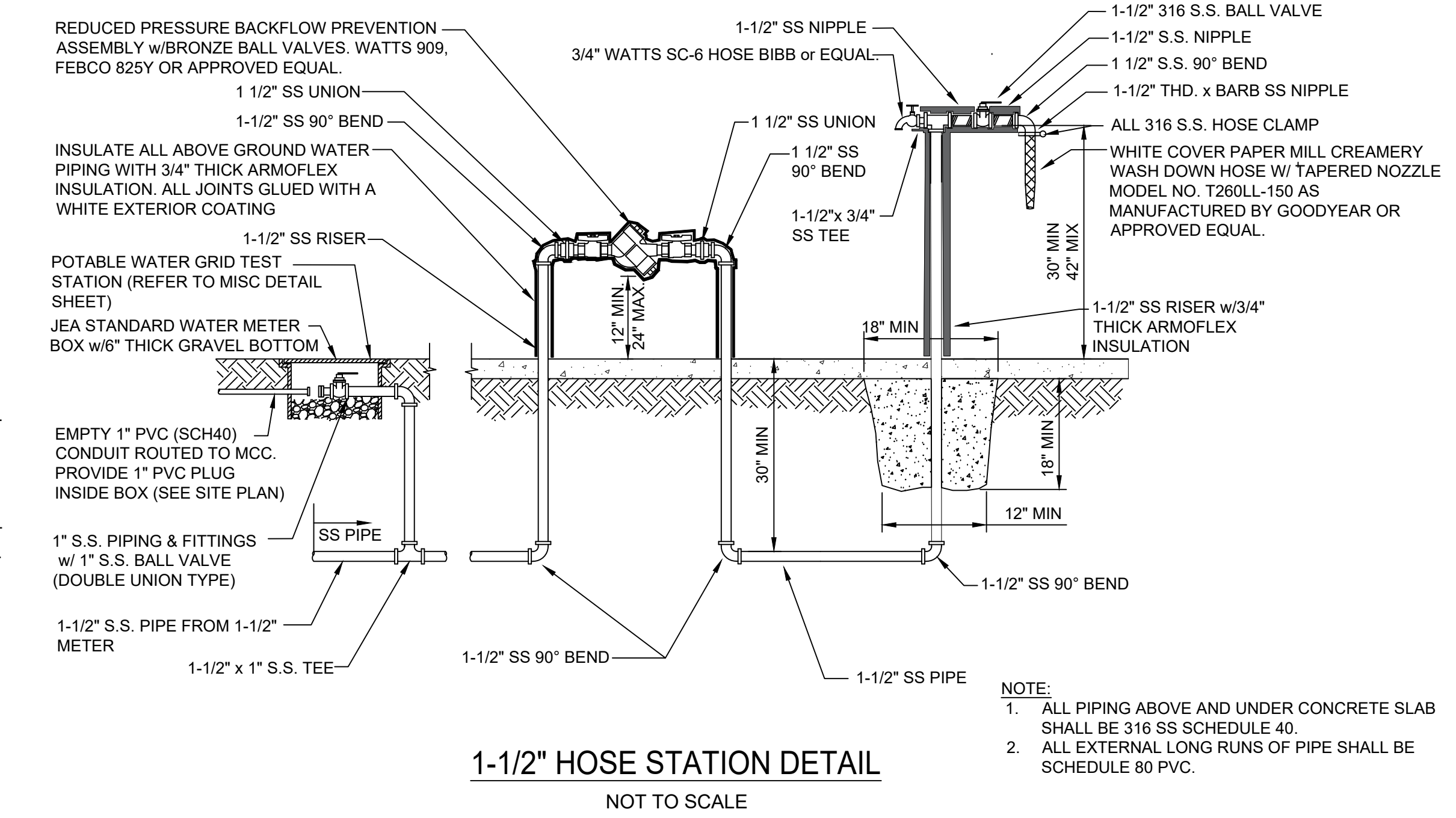
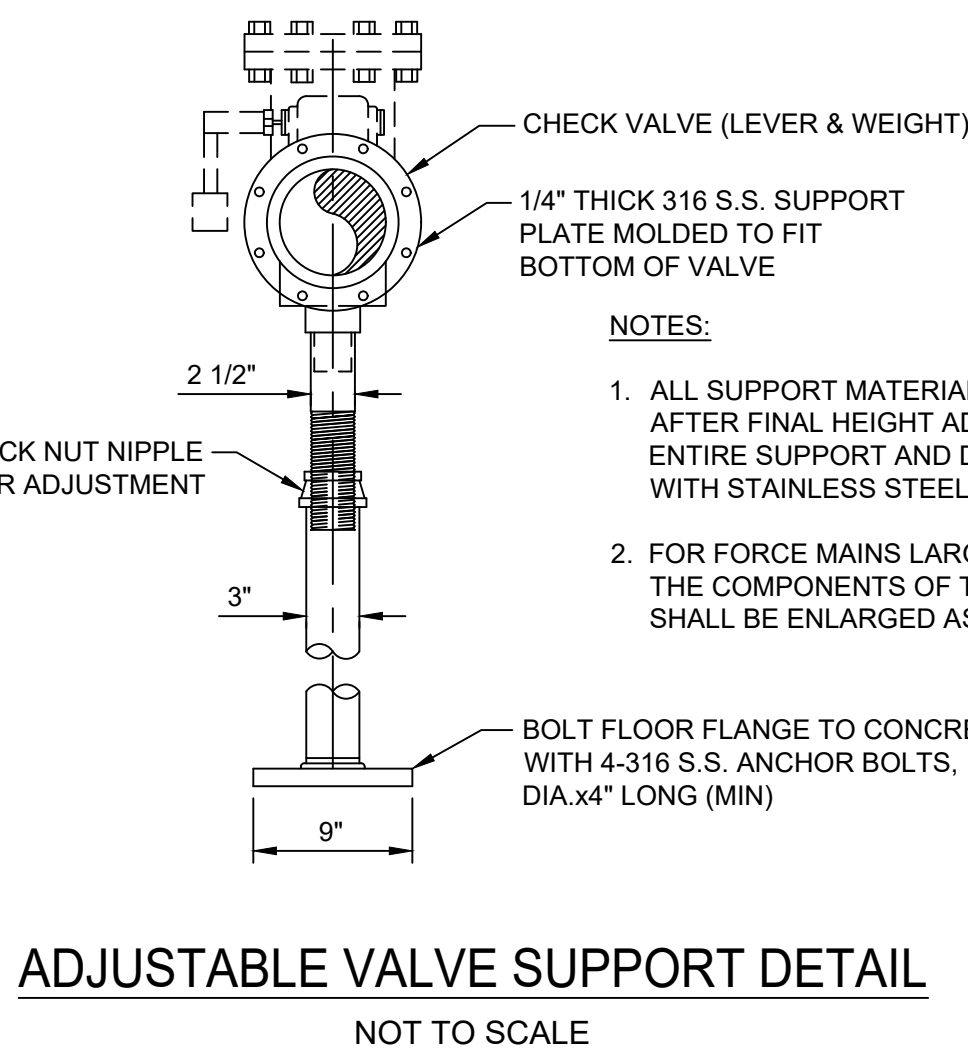
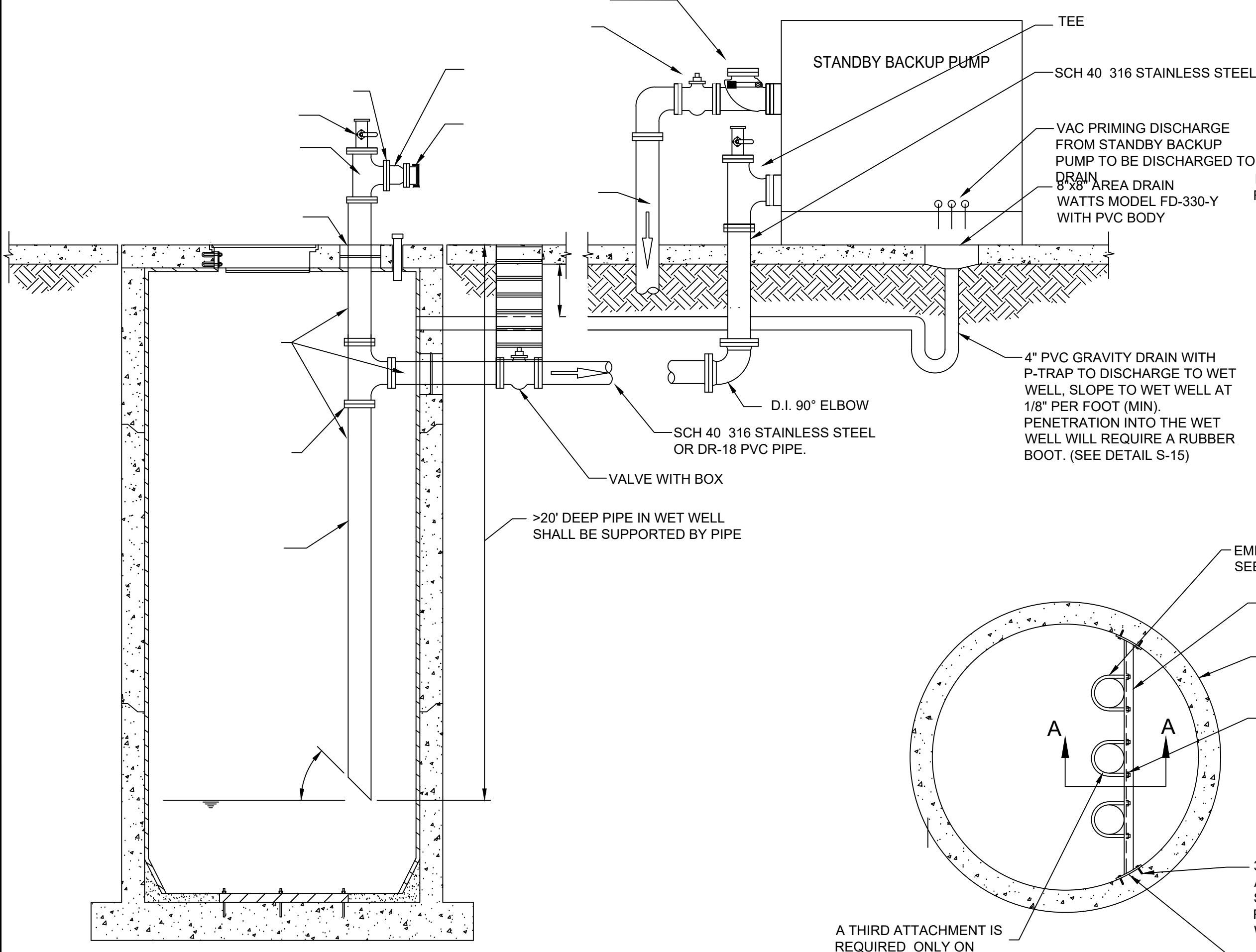
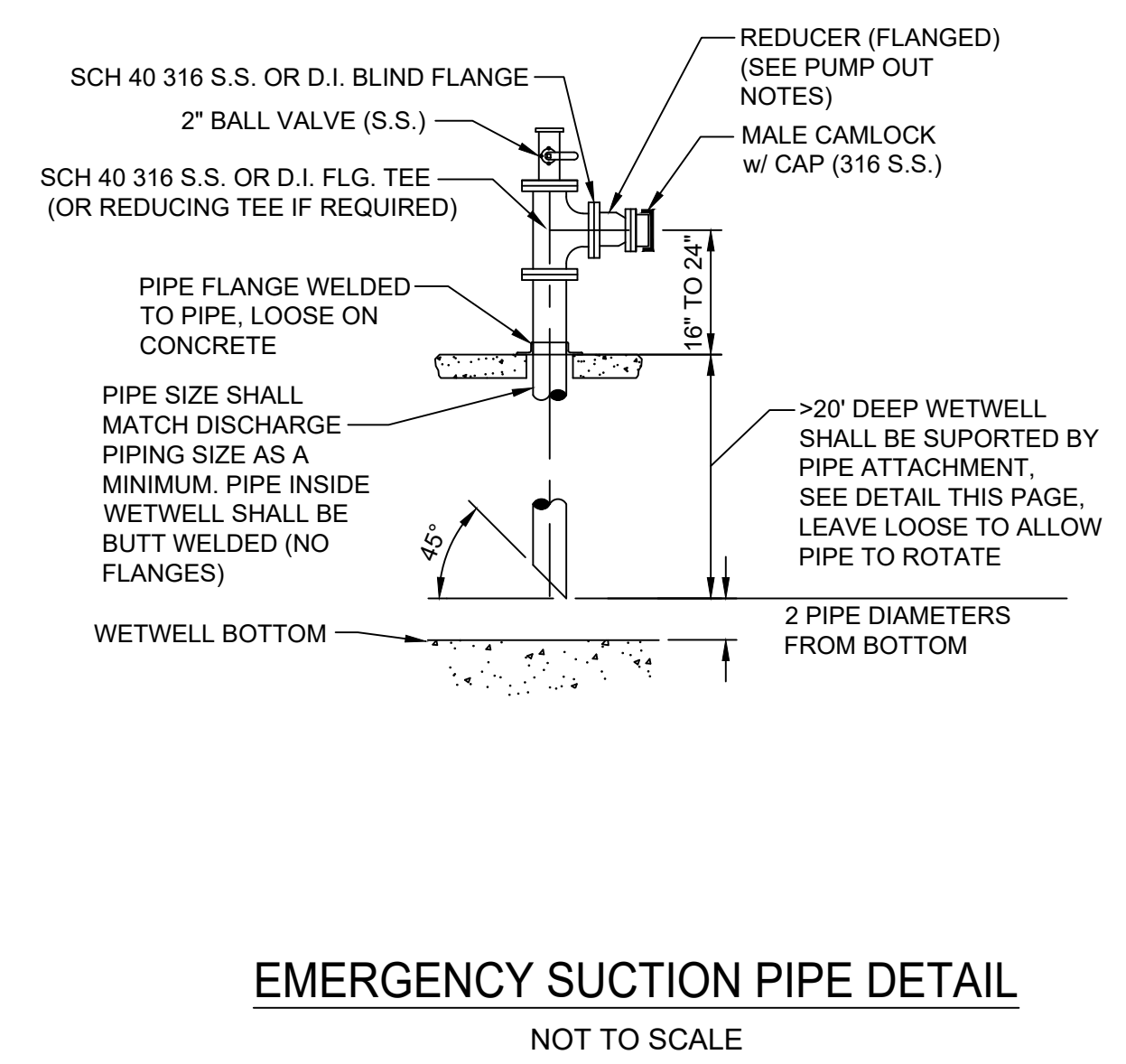
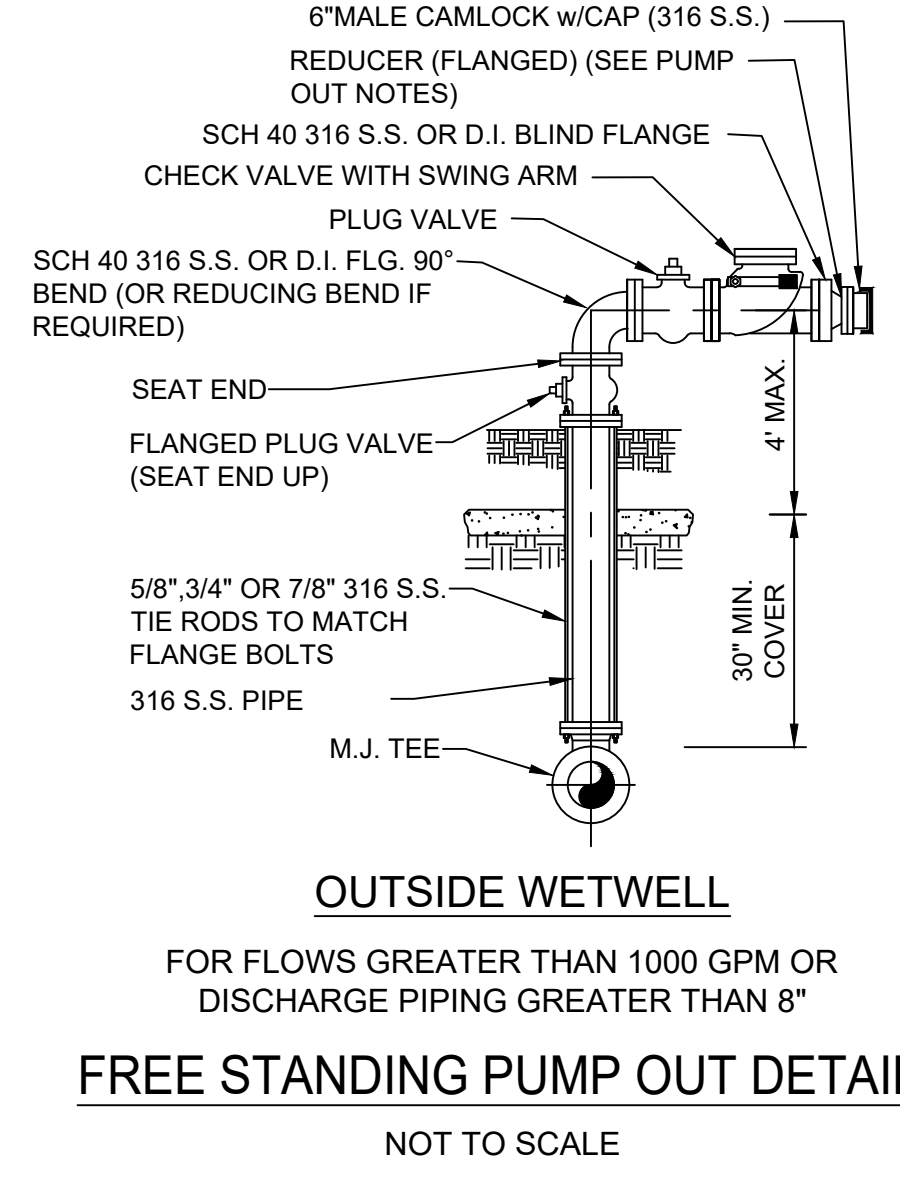
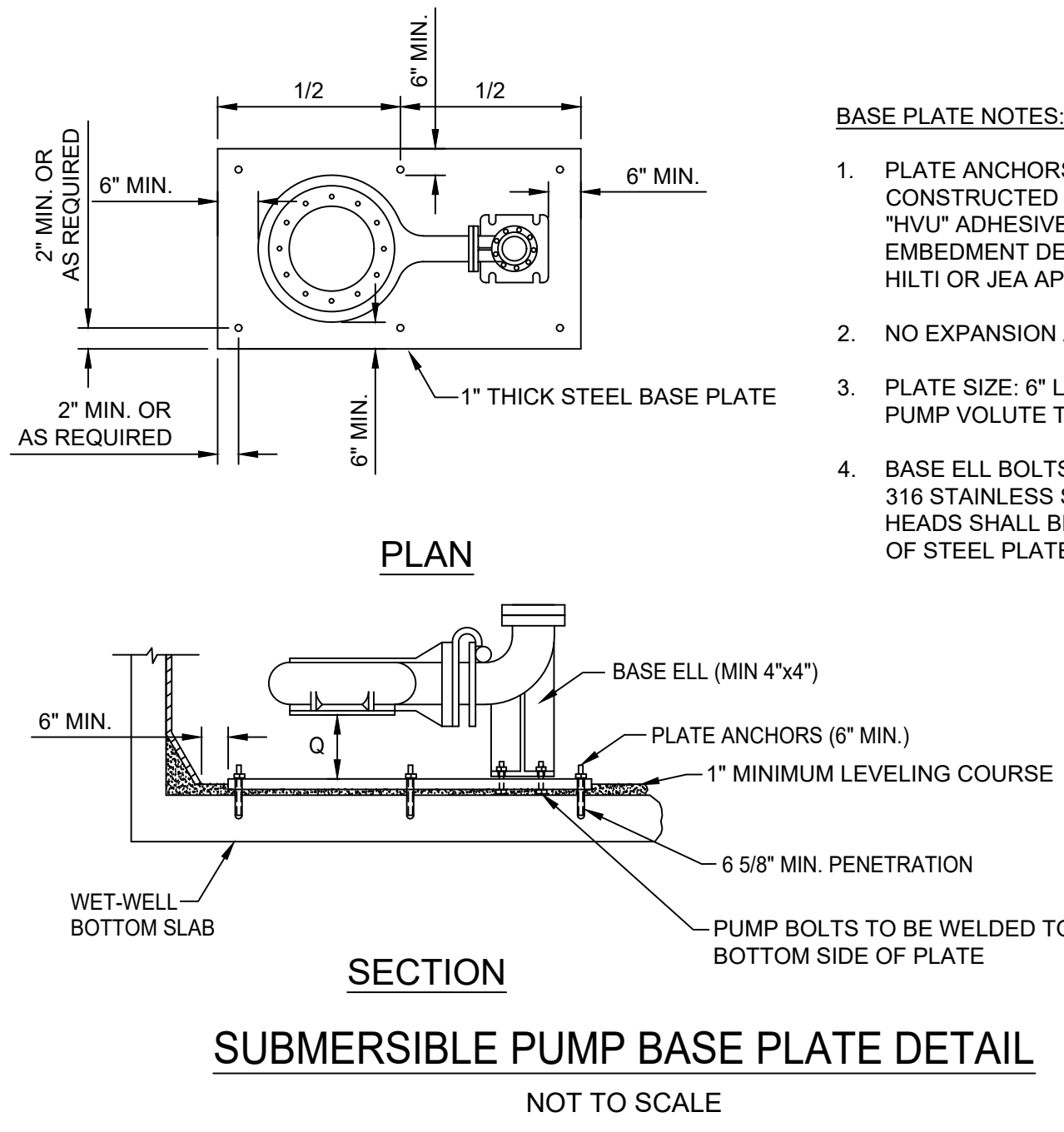
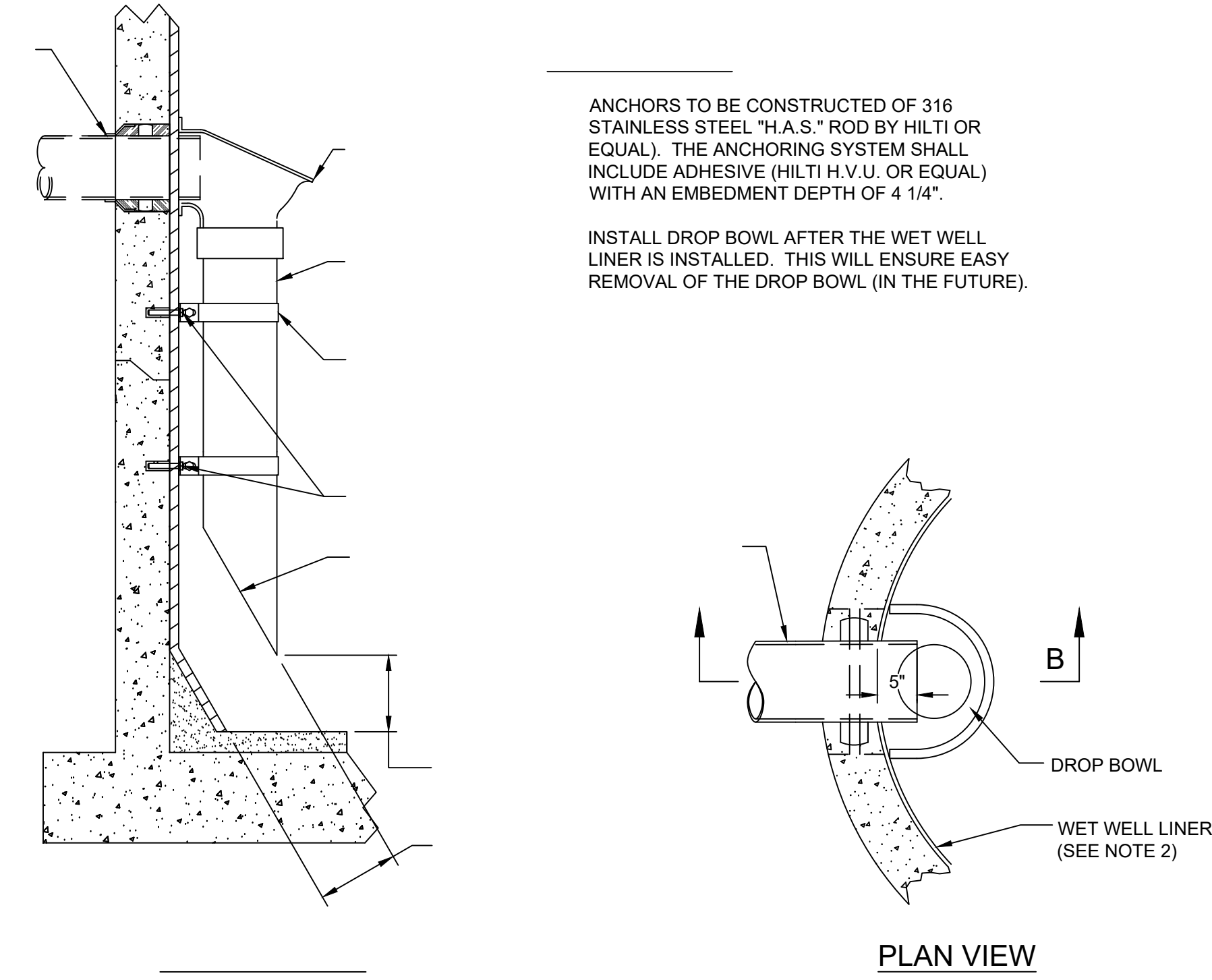
38. We attended the mandatory pre-bid meeting on Friday 7/16/21. We left that meeting understanding the storm drain trunk lines running thru the CRA portions of the project were to be included in the CDD contract; but, the curb inlets and pipe from curb inlets to the trunk lines were to be included in the CRA contract. In Addendum 1, revised note 3 on revised sheet C-105 seems to indicate all the storm drain in the ROW's in the Pink areas are in the CRA contract including the trunk lines. Are the storm drain trunk lines in the ROWs in the Pink areas on sheet C-105 included in the CDD or the CRA contract?

The trunk lines, even those shown in the CRA ROW's are CDD costs and should be in the CDD bid tab.

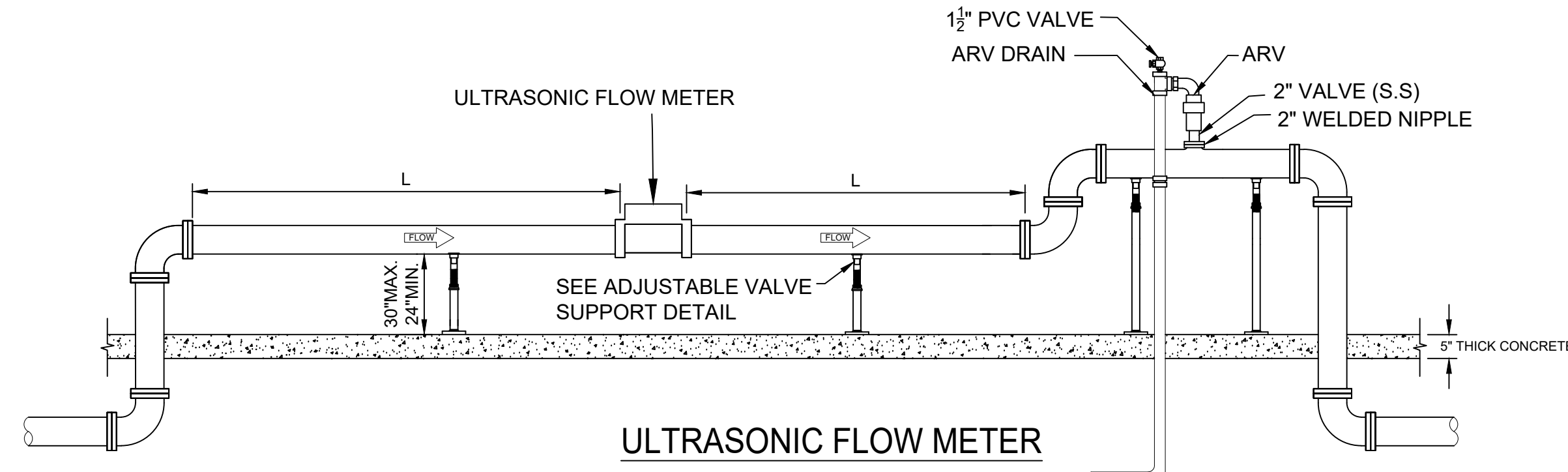
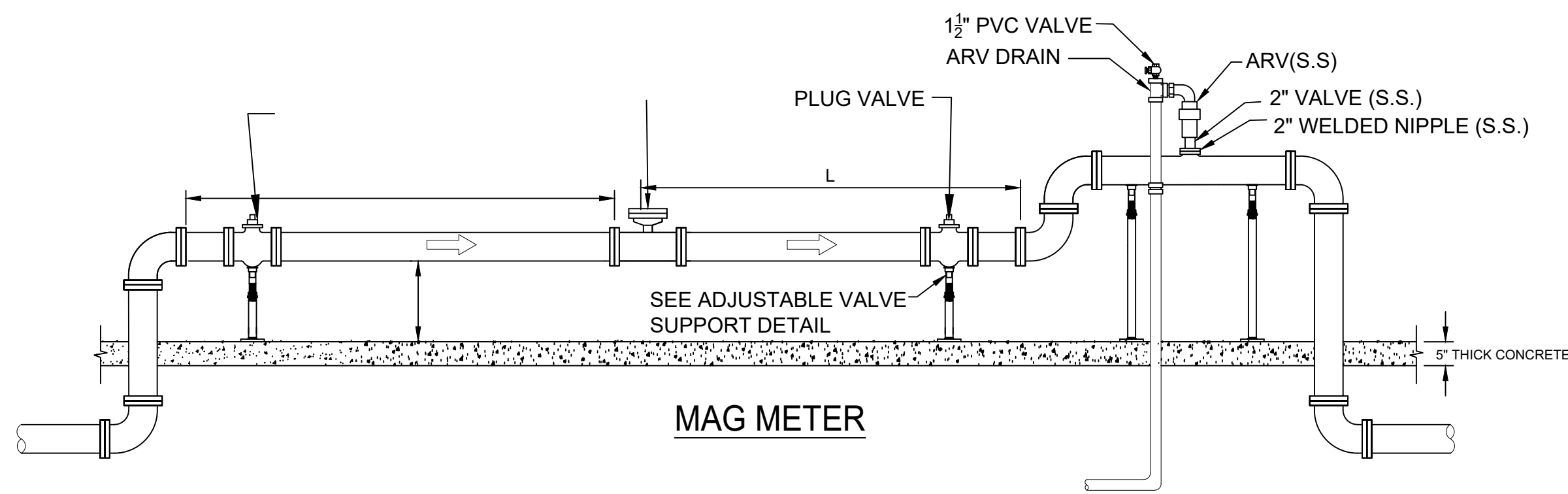
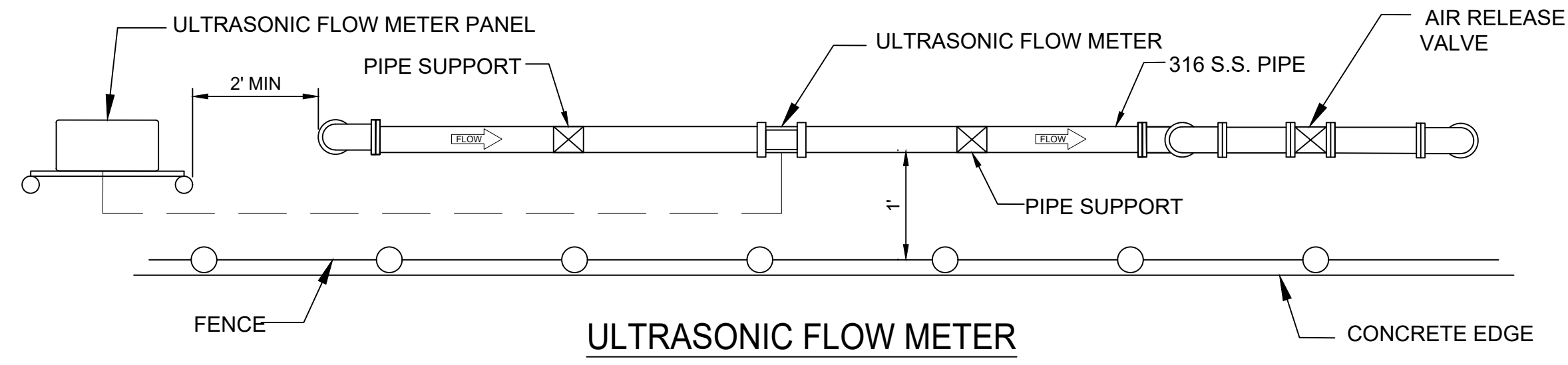
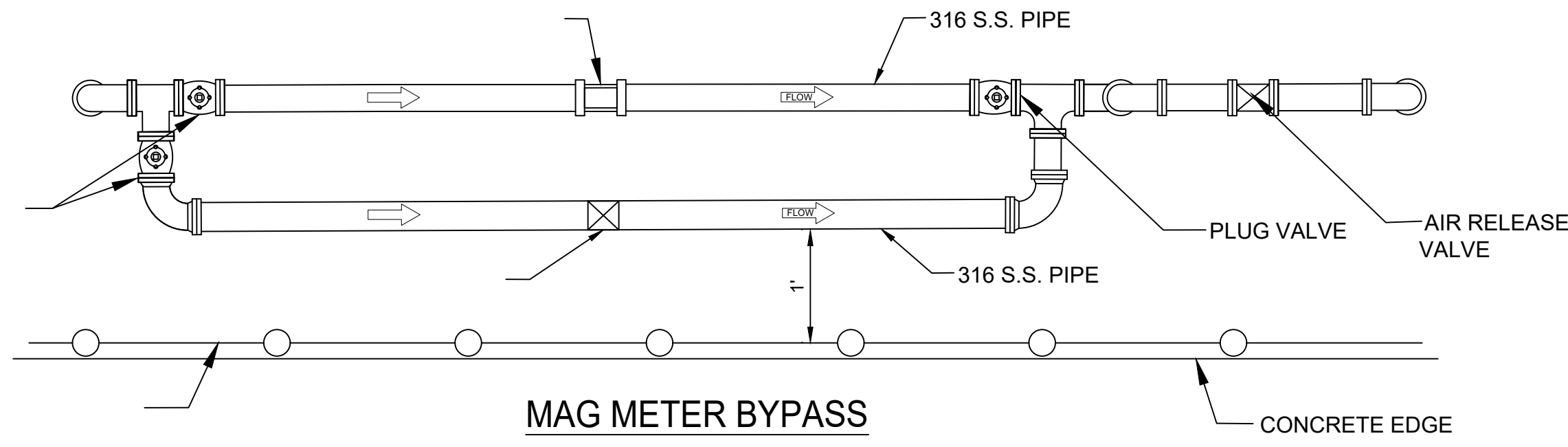
39. The Floating Turbidity Barrier detail shown on sheet C-202 shows both Type I and Type II Turbidity Barrier. Sheets C-201 and C-907 both show turbidity barrier but do not indicate which type will be required. Will Type I or Type II Floating Turbidity Barrier be required in the river?

For the purposes of this phase 3 Bid, proposers shall base their bids for the turbidity barriers as Type II Floating Turbidity Barrier.

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 Current Layout Tab = MISCELLANEOUS DETAILS 1
 Tue Mar 23, 2021 15:31



STANDARD	NO.	BY	DATE	REVISIONS
	4.			
	3.			
	2.			
DESIGNER	LLOYD HENRY			
FLORIDA REGISTRATION NO.	9292018			
DESIGNED BY	LLOYD HENRY			
CHECKED BY	LLOYD HENRY			
DATE	DATE			
JEA STANDARD PUMP STATION CONSTRUCTION DETAILS MISCELLANEOUS DETAILS				
PROJ. NO.				
DATE:				
SCALE:				
NO. SHEETS				
SHEET NO.				
DRAWING NO.				



METER NOTES:
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MAG METER DETAIL

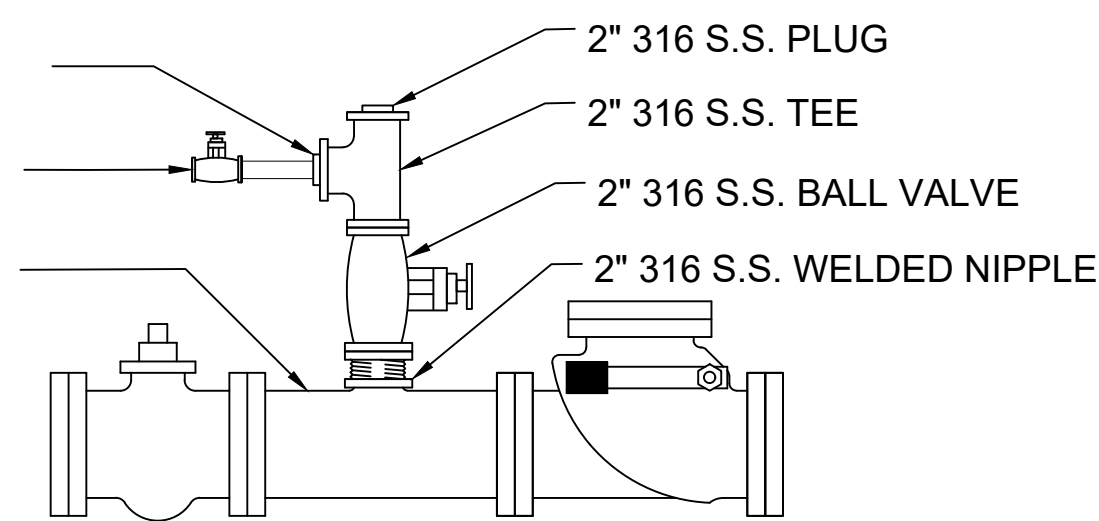
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ULTRASONIC FLOW METER DETAIL

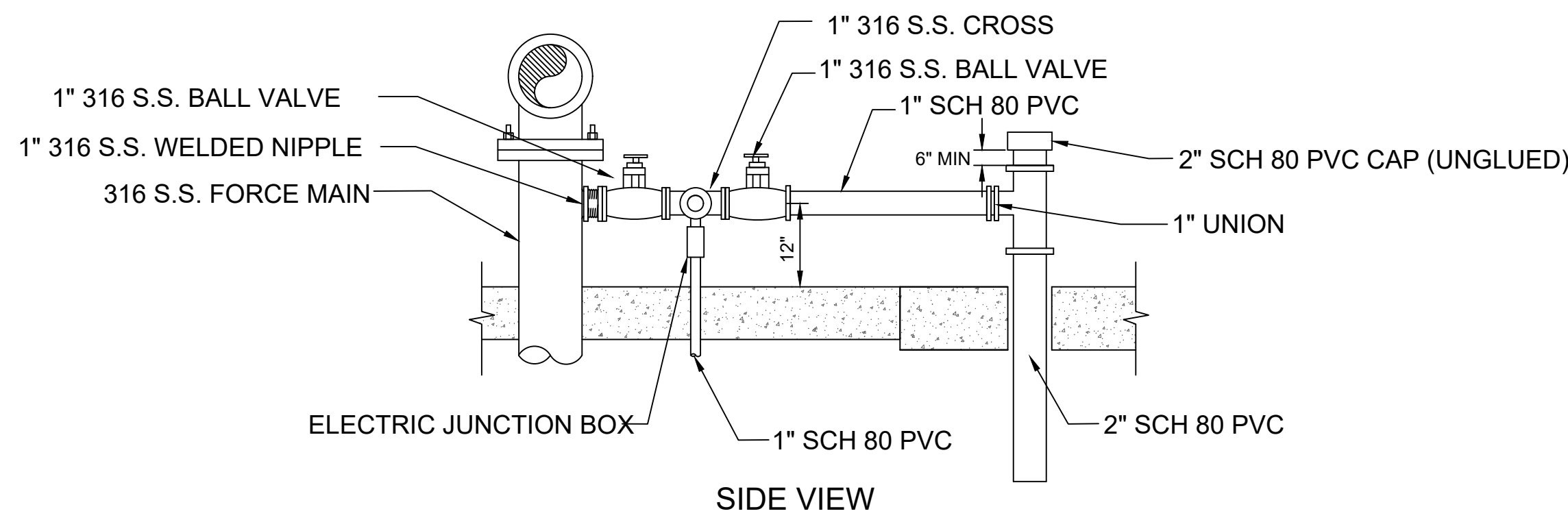
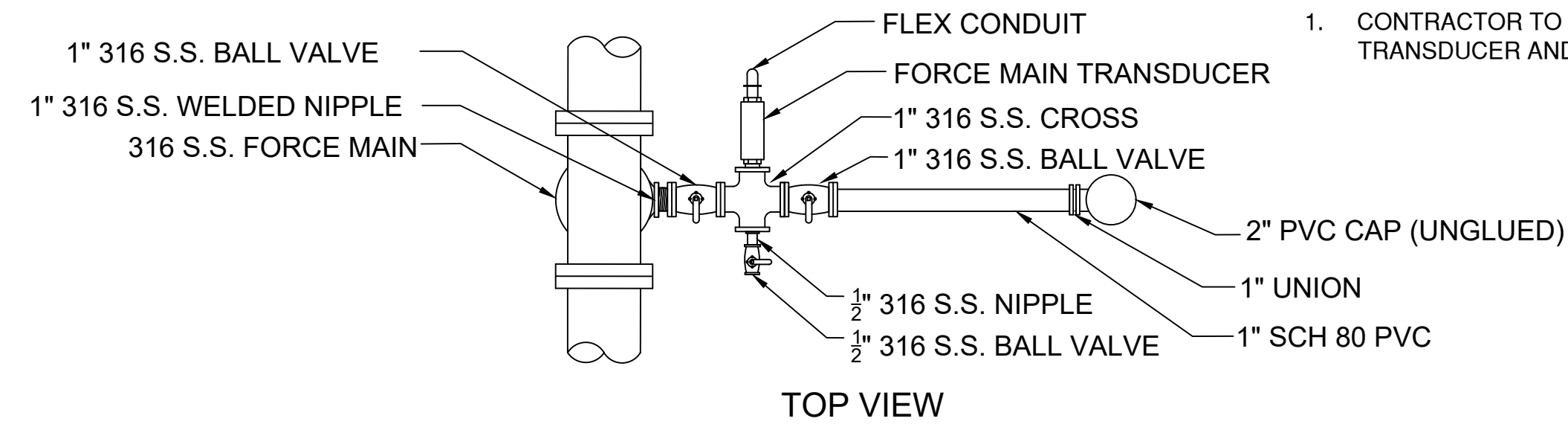
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NOTES:

- CONTRACTOR TO PROVIDE AND INSTALL TRANSDUCER AND GAUGE PER JEA SPECIFICATIONS.

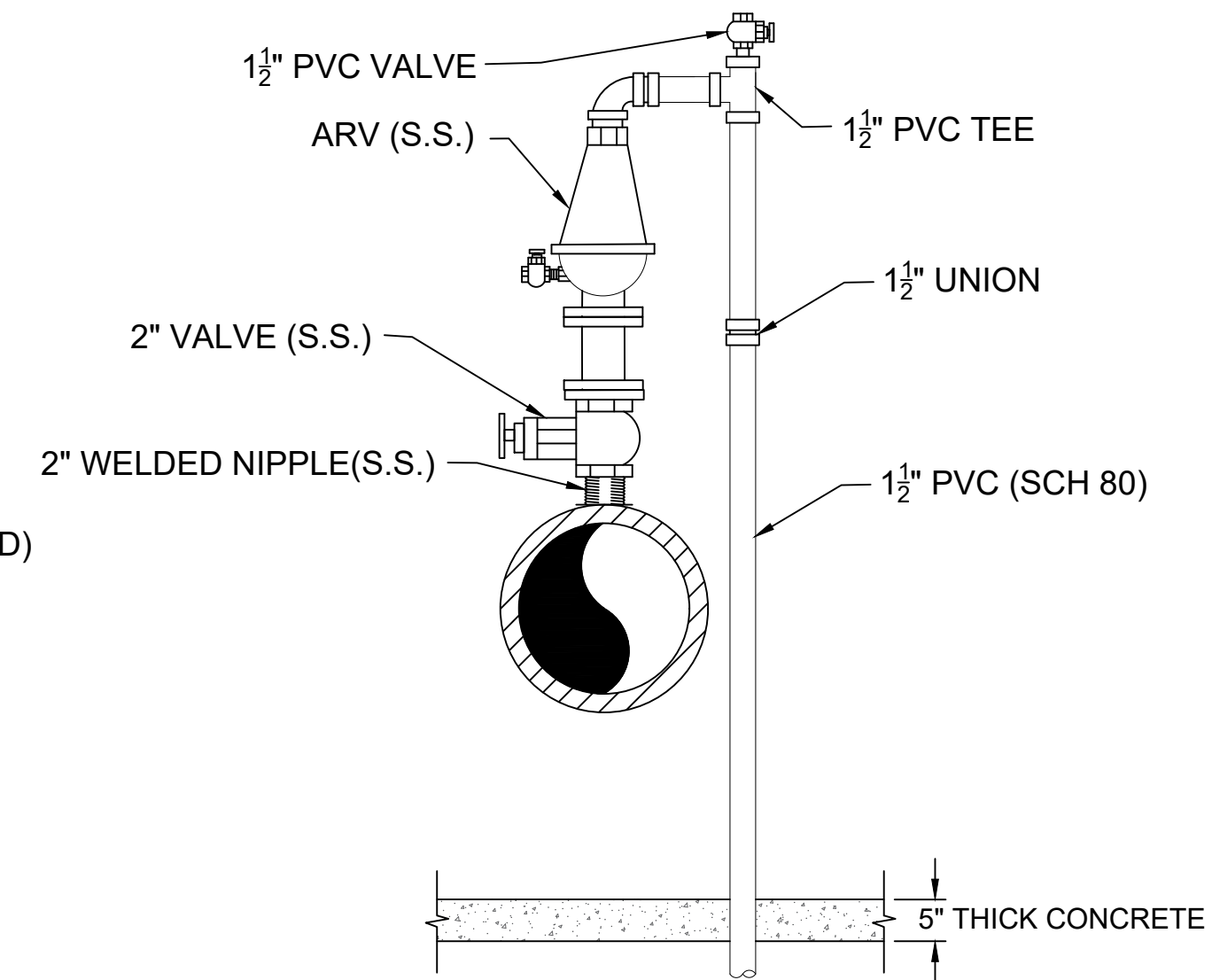


FUTURE DISCHARGE ARV DETAIL



FORCE MAIN TRANSDUCER DETAIL

NOT TO SCALE



ARV DRAIN DETAIL

NOT TO SCALE

STANDARD

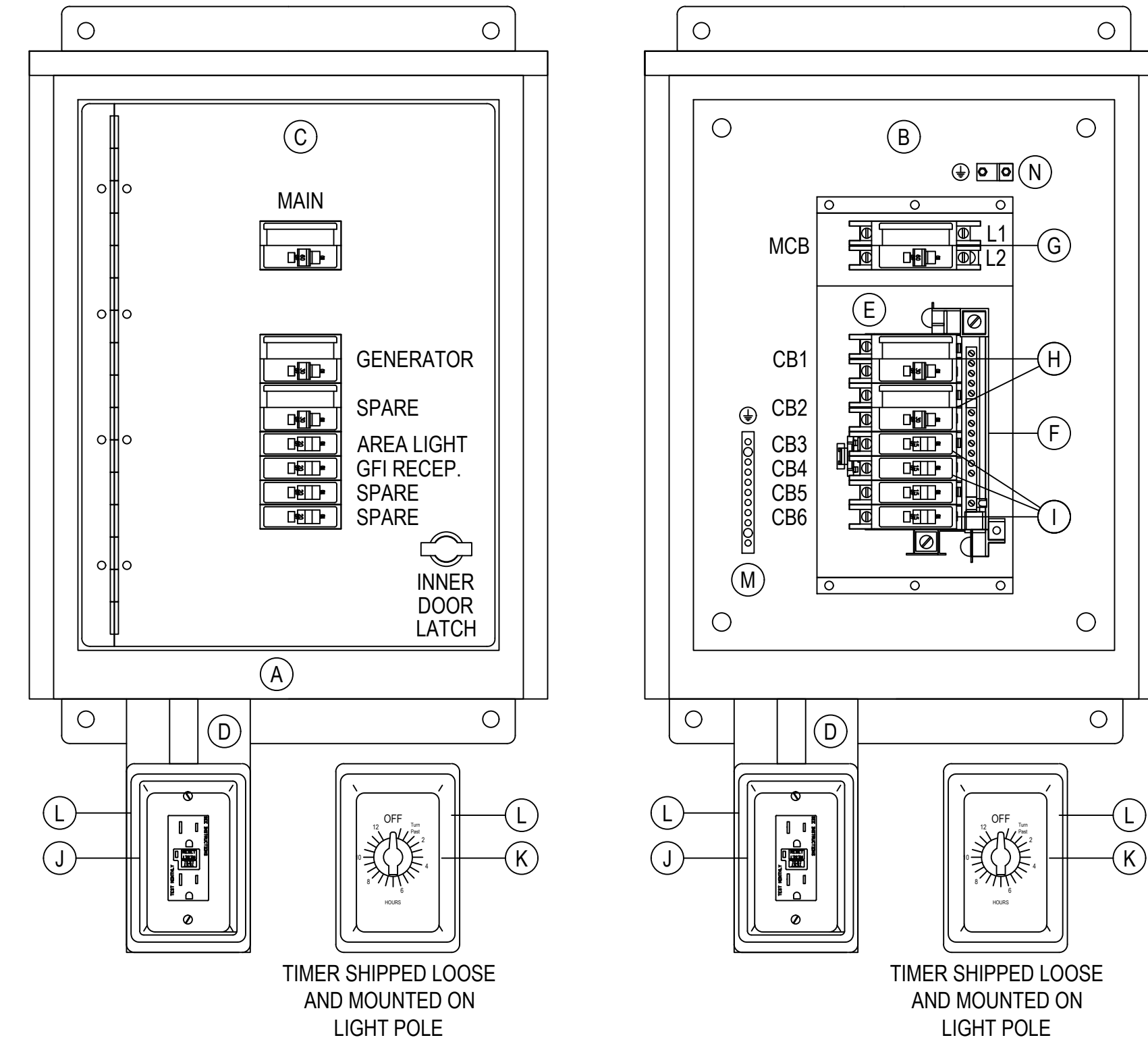
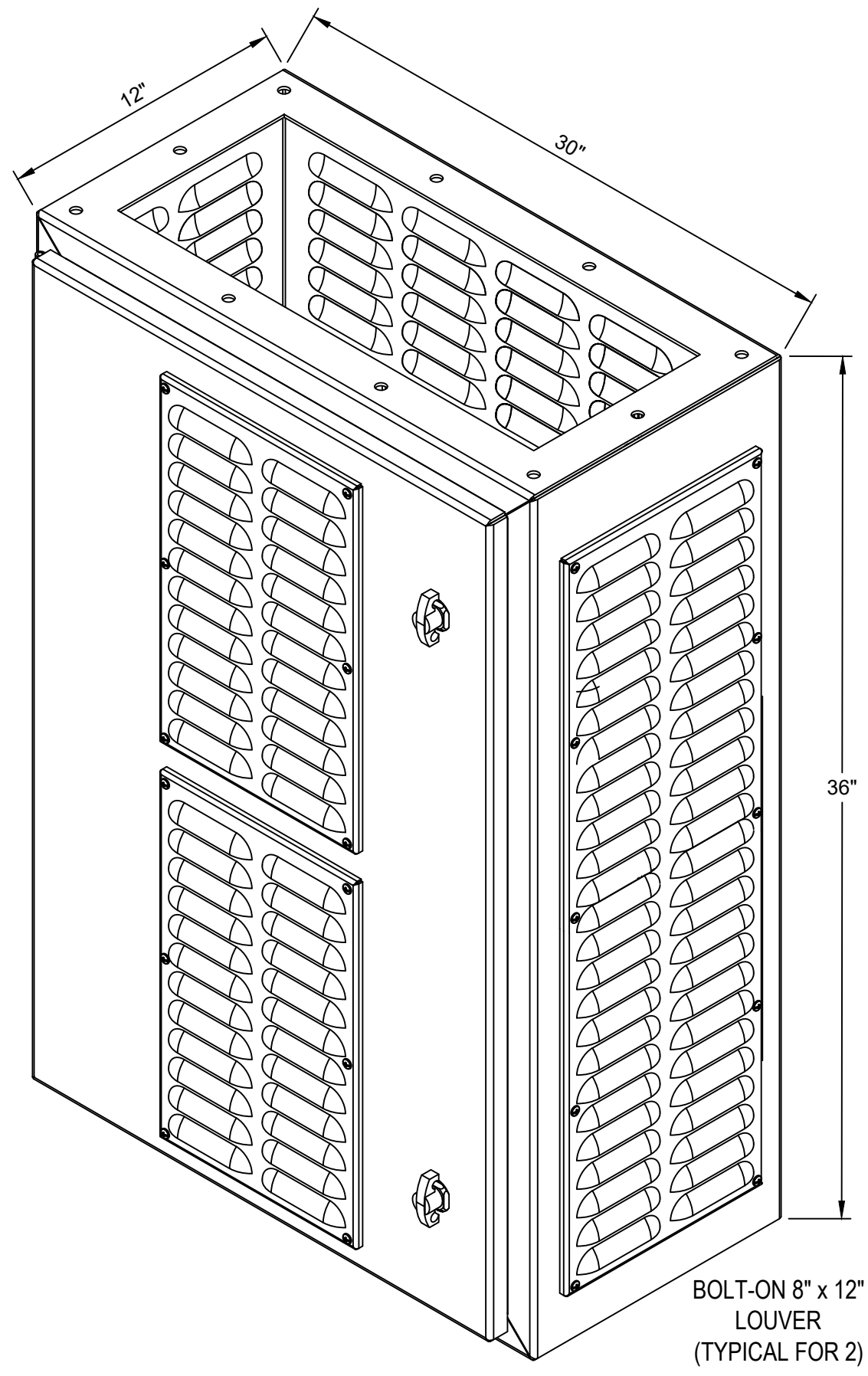
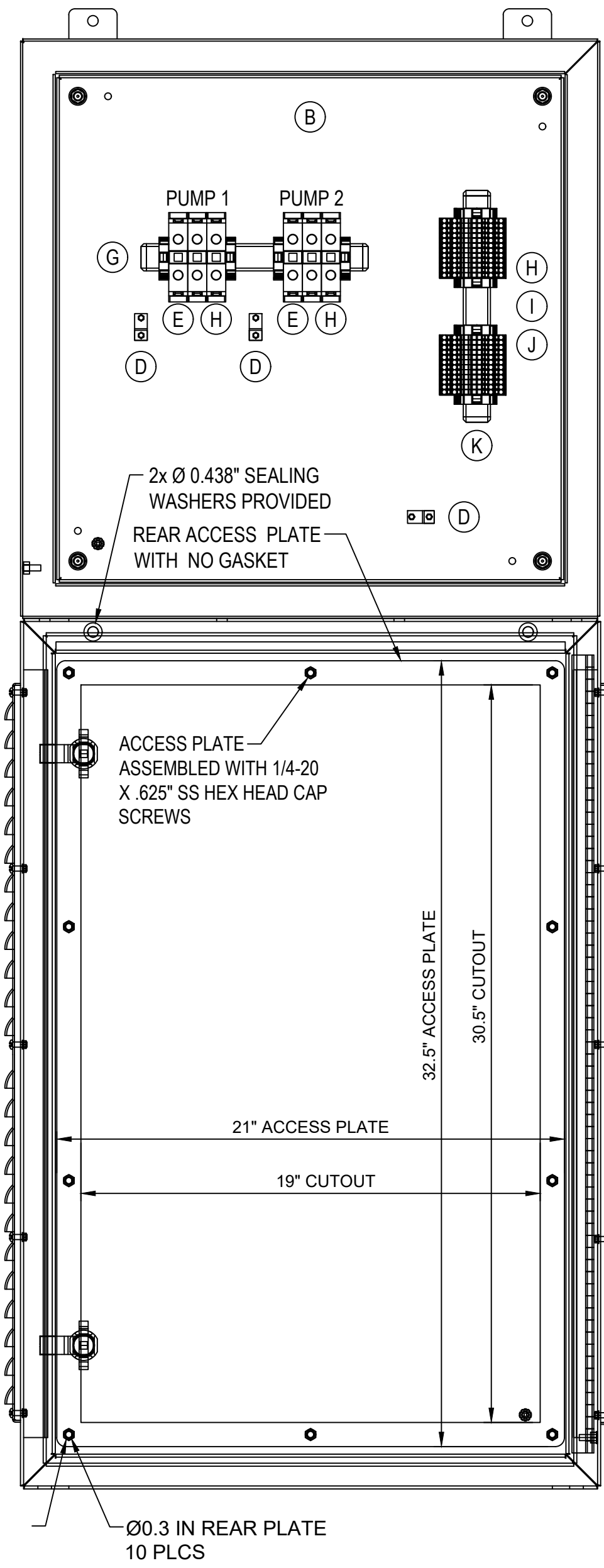
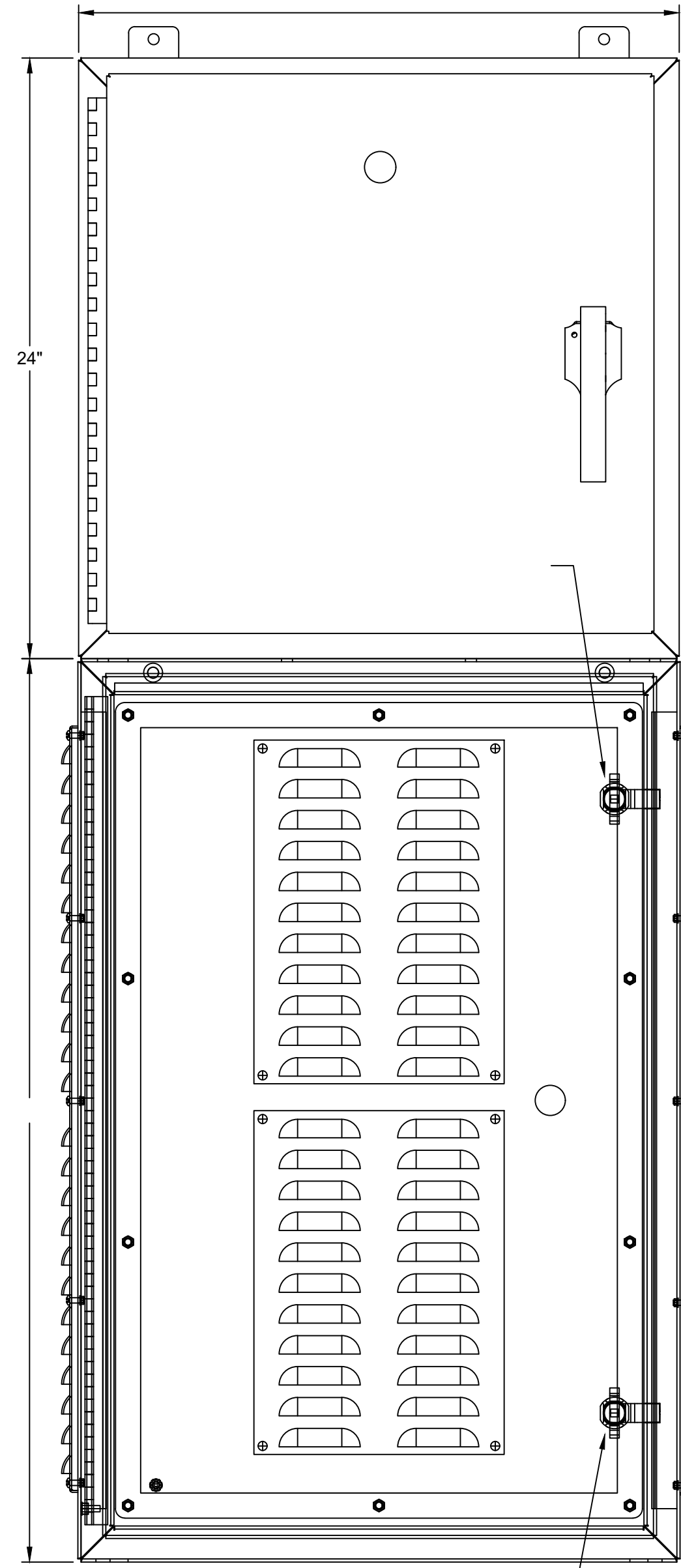
NO.	BY	DATE	REVISIONS
4.			
3.	LLOYD HENRY	11/20/2019	ADDED FORCE MAIN TRANSDUCER DETAIL
2.	LLOYD HENRY	9/25/2018	UPDATED COLOR CONTROL DETAIL
1.			

DESIGNER:	DESIGN ENGINEER
DRAWN BY:	
DATE:	
CHECKED BY:	FLORIDA REGISTRATION NO.
DATE:	



**JEA STANDARD
 PUMP STATION CONSTRUCTION DETAILS
 MISCELLANEOUS DETAILS 2**

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE:
DRAWING NO.	SCALE:



POWER DISTRIBUTION PANEL (TYPICAL 240VAC - 1 PHASE SHOWN)

ENCLOSURE:
SPLRHCS6-20168 (20"H x 16"W x 8"D) NEMA 12/3R RATED, FABRICATED FROM TYPE 316 STAINLESS STEEL. OUTER DOOR IS FITTED WITH A PADLOCKABLE 3-POINT LATCH.

BACK PANEL:
SPP-2016 (17"H x 13"W) FABRICATED FROM 14ga. CARBON STEEL WITH WHITE POLYESTER POWDER COAT FINISH.

HINGED INNER DOOR:
FABRICATED FROM .125 ALUMINUM WITH CONTINUOUS HINGE AND TWIST LATCH.

240 VAC DISTRIBUTION PANEL NOTES:

- POWER DISTRIBUTION PANEL 120/240V 1 PHASE WITH 60A 2-POLE MAIN BREAKER.
- PANEL OUTER DOOR SHALL BE HINGED AND PADLOCKABLE.
- ALL LIVE PARTS SHALL BE ENCLOSED FOR PERSONNEL SAFETY AND EQUIPMENT PROTECTION.
- GROUNDING TERMINAL SHALL BE PROVIDED IN THE ENCLOSURE
- THE ENCLOSURE SHALL BE NEMA 3R RATED.
- IF ENCLOSURE IS FABRICATED WITHIN AN AUTHORIZED PANEL SHOP, .125 MARINE GRADE ALUMINUM SHALL BE USED.
- IF ENCLOSURE IS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR, TYPE 316 STAINLESS STEEL MAY ALSO BE USED.
- THE LOAD CENTER MOUNTING BASE PLATE SHALL BE UL LISTED, RATED AT 240 VOLTS / 200 AMPS MINIMUM.
- THE LOAD CENTER BUS MATERIAL SHALL BE ALUMINUM OR TIN-PLATED ALUMINUM.
- THE LOAD CENTER SHALL HAVE EIGHT SPACES.
- BREAKERS MAY BE SNAP-IN; JEA DETERMINED LOCATIONS WITH HIGH-VIBRATION REQUIRE BOLT-IN TYPE BREAKERS.
- PANEL SHALL CONTAIN TWO 2-POLE 30-AMP BREAKERS: (1) GENERATOR USE, (1) SPARE.
- PANEL SHALL CONTAIN FOUR 1-POLE 15-AMP BREAKERS: (1) LIGHT, (1) GFI, (2) SPARES.
- PANEL SHALL HAVE A 20-AMP OUTDOOR RATED GFCI RECEPTACLE AND SPRING-WOUND COMMERCIAL RATED LIGHT TIMER.
- GFCI AND TIMER SHALL BE MOUNTED ACCORDING TO N.E.C. STANDARDS.
- GFCI AND TIMER SHALL BE RIGIDLY MOUNTED ON THE EXTERIOR OF THE PANEL USING TYPE 316 SS OR ALUMINUM BRACKETS.

480 VAC DISTRIBUTION PANEL NOTES:

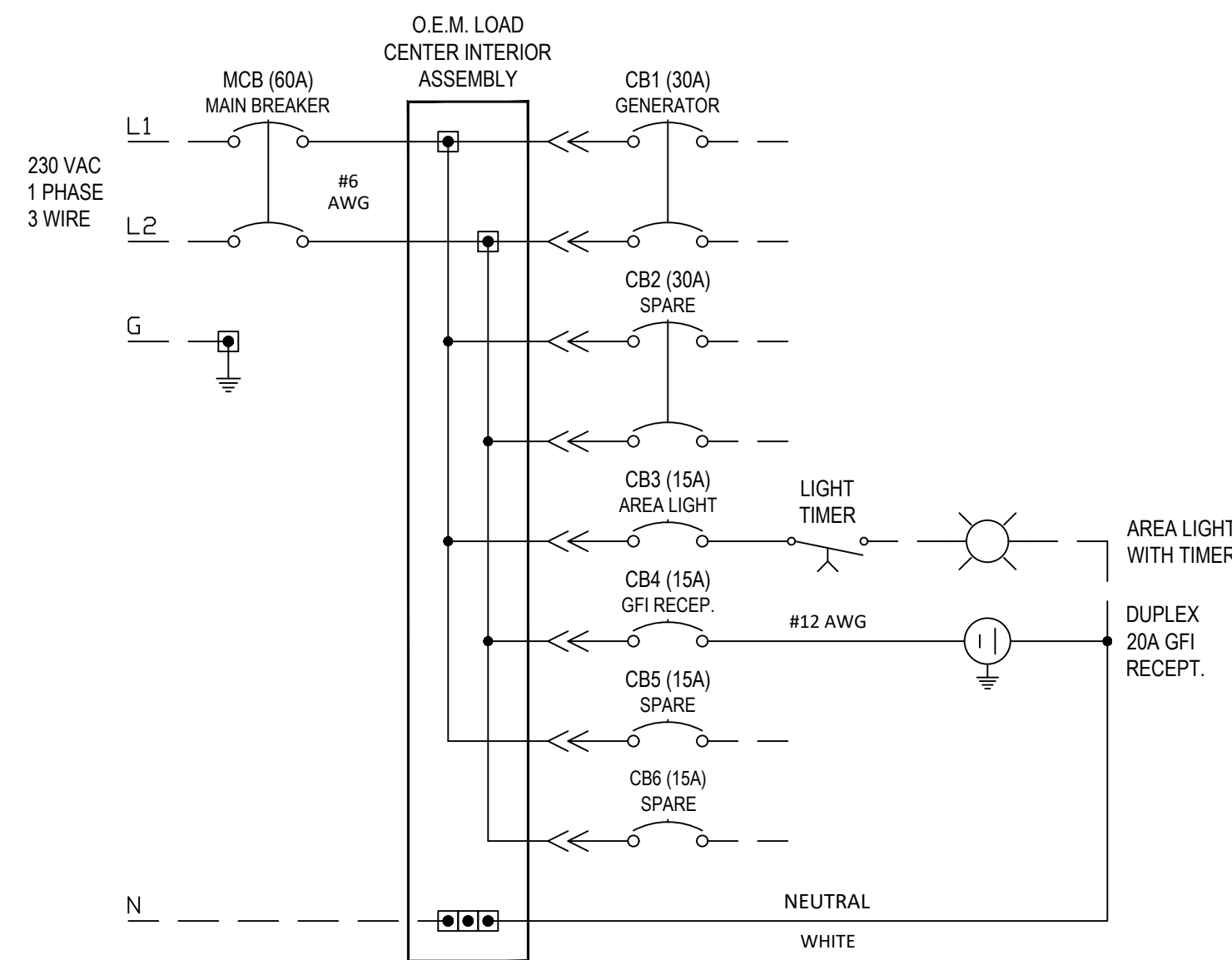
- STANDARD PANEL: 3 KVA TRANSFORMER 480V-120/480V WITH 2-POLE 20-AMP MAIN BREAKER.
- PANEL WITH ODOR CONTROL: 5 KVA TRANSFORMER 480V-120/480V WITH 2-POLE 30-AMP MAIN BREAKER.
- PANEL WITH GENERATOR: 10 KVA TRANSFORMER 480V-120/480V WITH 2-POLE 60-AMP MAIN BREAKER.
- PANEL OUTER DOOR SHALL BE HINGED AND PADLOCKABLE.
- ALL LIVE PARTS SHALL BE ENCLOSED FOR PERSONNEL SAFETY AND EQUIPMENT PROTECTION.
- GROUNDING TERMINAL SHALL BE PROVIDED IN THE ENCLOSURE
- THE ENCLOSURE SHALL BE NEMA 3R RATED.
- IF ENCLOSURE IS FABRICATED WITHIN AN AUTHORIZED PANEL SHOP, .125 MARINE GRADE ALUMINUM SHALL BE USED.
- IF ENCLOSURE IS PURCHASED FROM AN AUTHORIZED DISTRIBUTOR, TYPE 316 STAINLESS STEEL MAY ALSO BE USED.
- THE LOAD CENTER MOUNTING BASE PLATE SHALL BE UL LISTED, RATED AT 240 VOLTS / 200 AMPS MINIMUM.
- THE LOAD CENTER BUS MATERIAL SHALL BE ALUMINUM OR TIN-PLATED ALUMINUM.
- THE LOAD CENTER SHALL HAVE EIGHT SPACES.
- BREAKERS MAY BE SNAP-IN; JEA DETERMINED LOCATIONS WITH HIGH-VIBRATION REQUIRE BOLT-IN TYPE BREAKERS.
- PANEL SHALL CONTAIN TWO 2-POLE 30-AMP BREAKERS: (1) GENERATOR USE, (1) SPARE.
- PANEL SHALL CONTAIN FOUR 1-POLE 15-AMP BREAKERS: (1) LIGHT, (1) GFI, (2) SPARES.
- PANEL SHALL HAVE A 20-AMP OUTDOOR RATED GFCI RECEPTACLE AND SPRING-WOUND COMMERCIAL RATED LIGHT TIMER.
- GFCI AND TIMER SHALL BE MOUNTED ACCORDING TO N.E.C. STANDARDS.
- GFCI AND TIMER SHALL BE RIGIDLY MOUNTED ON THE EXTERIOR OF THE PANEL USING TYPE 316 SS OR ALUMINUM BRACKETS.

BILLS of MATERIAL

DEMARCATION BOX and PEDESTAL		
MANUFACTURER	PART NUMBER	DESCRIPTION
SCHAEFER	SPN4L-243012	ENCLOSURE, NEMA 4X ALUMINUM, 3-PT.
SCHAEFER	SPP-2430	MOUNTING PANEL, 12ga. PAINTED STEEL
SCHAEFER	SPN12AL-363012-215	PEDESTAL, NEMA 12 ALUMINUM, LOUVERS
PANDUIT	LAMA2-14-QY	GROUND LUG, DUAL-RATED, #2-14 AWG
WAGO	285-135	TERMINAL BLOCK, 1 POLE, 115A
WAGO	285-150	TERMINAL BLOCK, 1 POLE, 150A
WAGO	285-195	TERMINAL BLOCK, 1 POLE, 200A
WAGO	285-1185	TERMINAL BLOCK, 1 POLE, 310A
WAGO	285-435	ADJACENT JUMPER, 115A
WAGO	285-450	ADJACENT JUMPER, 150A
WAGO	285-495	ADJACENT JUMPER, 200A
WAGO	285-1171	ADJACENT JUMPER, 310A
WAGO	210-118	2M CARRIER RAIL, STEEL, UNSLOTTED
WAGO	249-197	TERMINAL END STOP, GRAY
WAGO	2002-1401	CONTROL TERMINALS, 24A, 800V, SPRING
WAGO	2002-1492	TERMINAL END / PARTITION PLATE, ORANGE
WAGO	210-112	2M DIN RAIL, GALVANIZED, SLOTTED

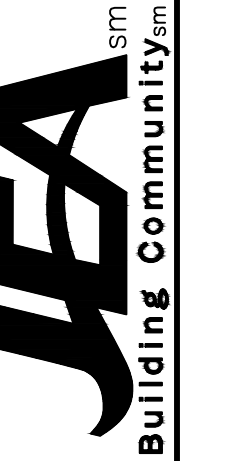
POWER DISTRIBUTION PANEL (AS SHOWN)		
MANUFACTURER	PART NUMBER	DESCRIPTION
SCHAEFER	SPLRHCS6-20168	ENCLOSURE, NEMA 12/3R, 316 SS, 3-PT.
SCHAEFER	SPP-2016	MOUNTING PANEL, 14ga. PAINTED STEEL
OEM	-	HINGED INNER DOOR, .125 ALUMINUM
OEM	-	TO RIGIDLY MOUNT EXTERNAL DEVICES
OEM	-	TO RAISE C86s FLUSH WITH INNER DOOR
SQUARE D	QON18L100	100 AMP LOAD CENTER INTERIOR ASSY.
SQUARE D	QOU260	MCB MAIN CIRCUIT BREAKER, 2 POLE, 60A
SQUARE D	QO230	CB1-CB2 GEN. BREAKER, 2 POLE, 30A
SQUARE D	QO115	CB3-CB6 CONTROL BREAKER, 1 POLE, 15A
HUBBELL	GF20WLA	DUPLEX GFCI RECEPTACLE, 20A
INTERMATIC	FF30MC	SPRING-WOUND TIMER, 30 min. NO HOLD
INTERMATIC	WP1030C	SINGLE GANG WEATHER-PROOF COVER, CLEAR
SQUARE D	PK9GTA	EQUIPMENT GROUND BAR, 9-POINT
PANDUIT	LAMA2-14-QY	GROUND LUG, DUAL-RATED, #2-14 AWG

POWER DISTRIBUTION PANEL SCHEMATIC:

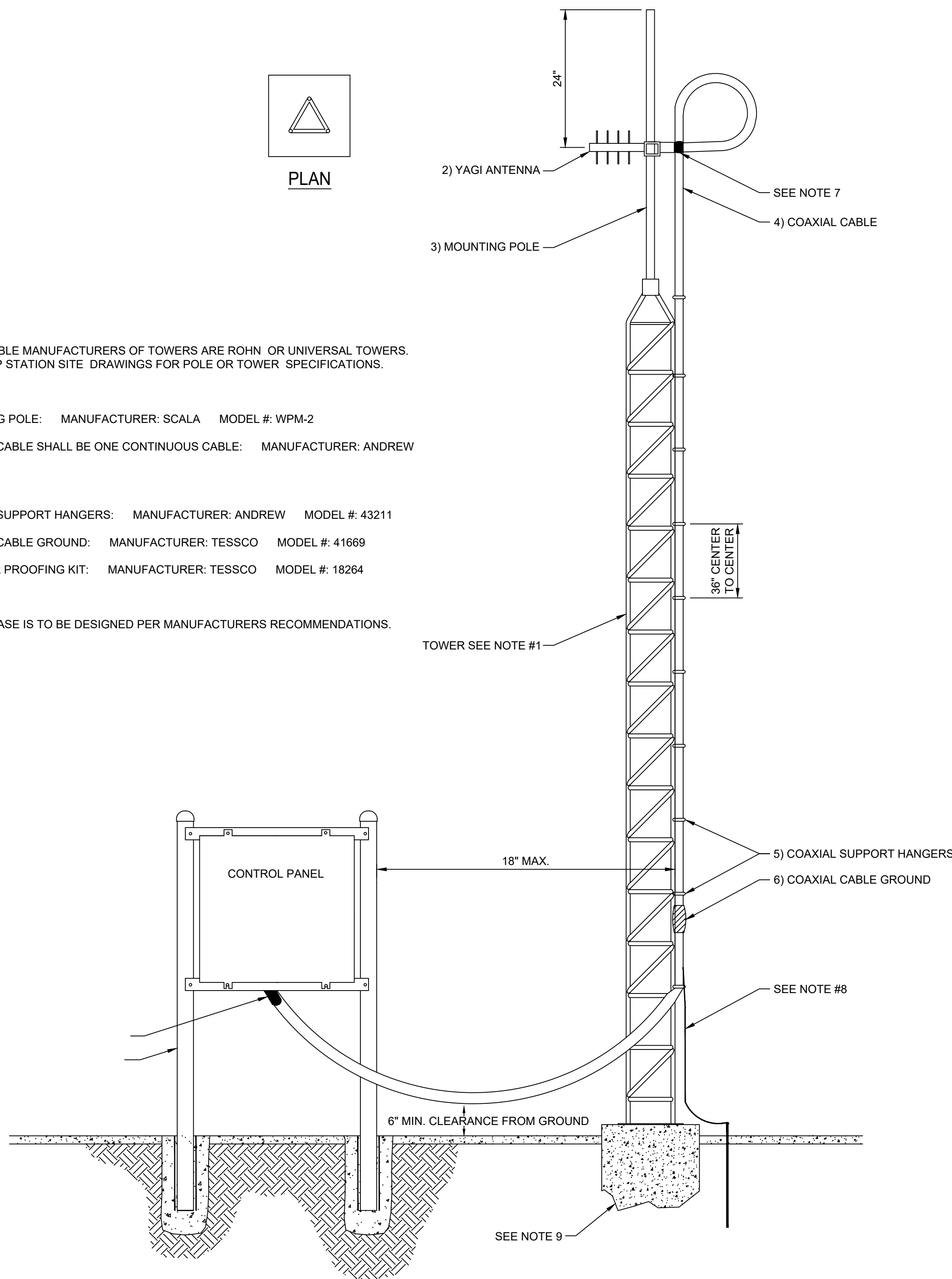


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		DATE:	2.			
		FLORIDA REGISTRATION NO.	1.	LLOYD HENRY	8/26/2018	TITLE ADDED

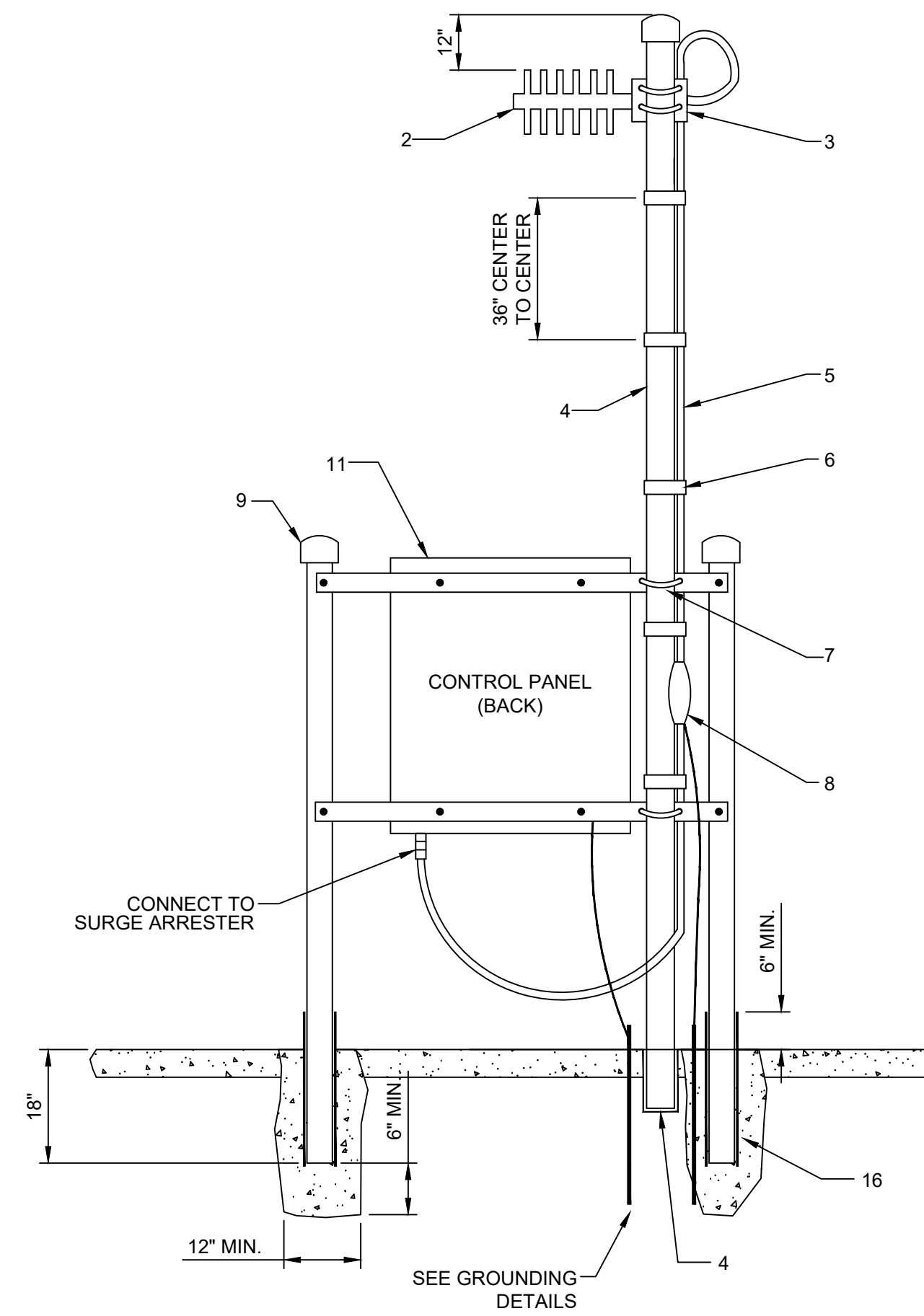


JEA STANDARD
PUMP STATION ELECTRIC DETAILS
DEMARCATION BOX & POWER DISTRIBUTION PANEL



ALTERNATE POLE SCADA INSTALLATION DETAIL

FOR POLE HEIGHTS 20 FEET AND ABOVE
NOT TO SCALE



SCADA INSTALLATION DETAIL

FOR POLE HEIGHTS LESS THAN 20 FEET
NOT TO SCALE

ACCEPTABLE MANUFACTURERS OF TOWERS ARE ROHN OR UNIVERSAL TOWERS.
SEE PUMP STATION SITE DRAWINGS FOR POLE OR TOWER SPECIFICATIONS.

MOUNTING POLE: MANUFACTURER: SCALA MODEL #: WPM-2

COAXIAL CABLE SHALL BE ONE CONTINUOUS CABLE: MANUFACTURER: ANDREW

COAXIAL SUPPORT HANGERS: MANUFACTURER: ANDREW MODEL #: 43211

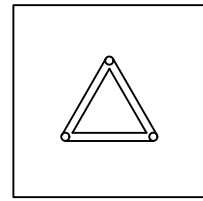
COAXIAL CABLE GROUND: MANUFACTURER: TESSCO MODEL #: 41669

WEATHER PROOFING KIT: MANUFACTURER: TESSCO MODEL #: 18264

TOWER BASE IS TO BE DESIGNED PER MANUFACTURERS RECOMMENDATIONS.

NOTES:

1. SEE PUMP STATION SITE DRAWINGS FOR POLE OR TOWER SPECIFICATIONS.
2. YAGI ANTENNA, COMES W/ MOUNTING HARDWARE(MAST SHALL BE SLEEVED THRU CONCRETE TO ALLOW ROTATION (DO NOT USE WOOD POLE MOUNT)
MANUFACTURE: SCALA
MODEL NUMBER: TY-900
3. COAX CONNECTOR
MANUFACTURE: WIRELESS SOLUTIONS
MODEL NUMBER: NM50V-1/2
4. 2 3/8" O.D. SCD. 40 ALUMINUM 20' POLE.
POLE SHALL BE SLEEVED THROUGH CONCRETE TO ALLOW FOR ROTATION
5. COAXIAL CABLE SHALL BE ONE CONTINUOUS CABLE
MANUFACTURER: ANDREW
MODEL #: LDF4-50A
6. STAINLESS STEEL STRAPS 3' O/C
MANUFACTURE: WIRELESS SOLUTIONS
MODEL NUMBER: RM-A300
7. 3/16 STAINLESS STEEL U-BOLTS
MANUFACTURE: ANY DOMESTIC BRAND
MODEL NUMBER: N/A
8. COAXIAL CABLE GROUND
MANUFACTURER: TESSCO
MODEL #: 41669
9. 4" PVC CAPS
10. 4" DIA. ALUMINUM POST
11. 1/2"x3" SOLID ALUMINUM SUPPORT BARS (2 TOTAL) BOLTED TO POST W/ 5/8" S.S. ANCHOR BOLTS. DRILL 2 HOLES (AS DIMENSIONED ON DETAIL) IN TOP & BOTTOM SUPPORTS ONLY
12. BURY ALUMINUM POST IN CONCRETE AS SHOWN ON DRAWING.
13. INSTALL RTU MOUNT SO THAT WHEN CABINET IS ATTACHED DOOR IS FACING NORTH UNLESS DOOR HAS SUN SHIELD. IN ALL INSTANCES JEA PREFERS THE DOOR TO FACE NORTH IF POSSIBLE.
14. CABINET SHALL HAVE CLEARANCE TO OPEN DOOR COMPLETELY.
15. SCADA SYSTEM WOOD POLE ALTERNATE DETAIL TO BE USED ONLY WHEN ADDITIONAL ANTENNA HEIGHT IS REQUIRED, AND APPROVED.
16. MASTIC SEAL ALL POSTS WHICH ARE EMBEDDED IN CONCRETE.
17. ALL MATERIALS MUST MEET OR EXCEED JEA SPECIFICATIONS



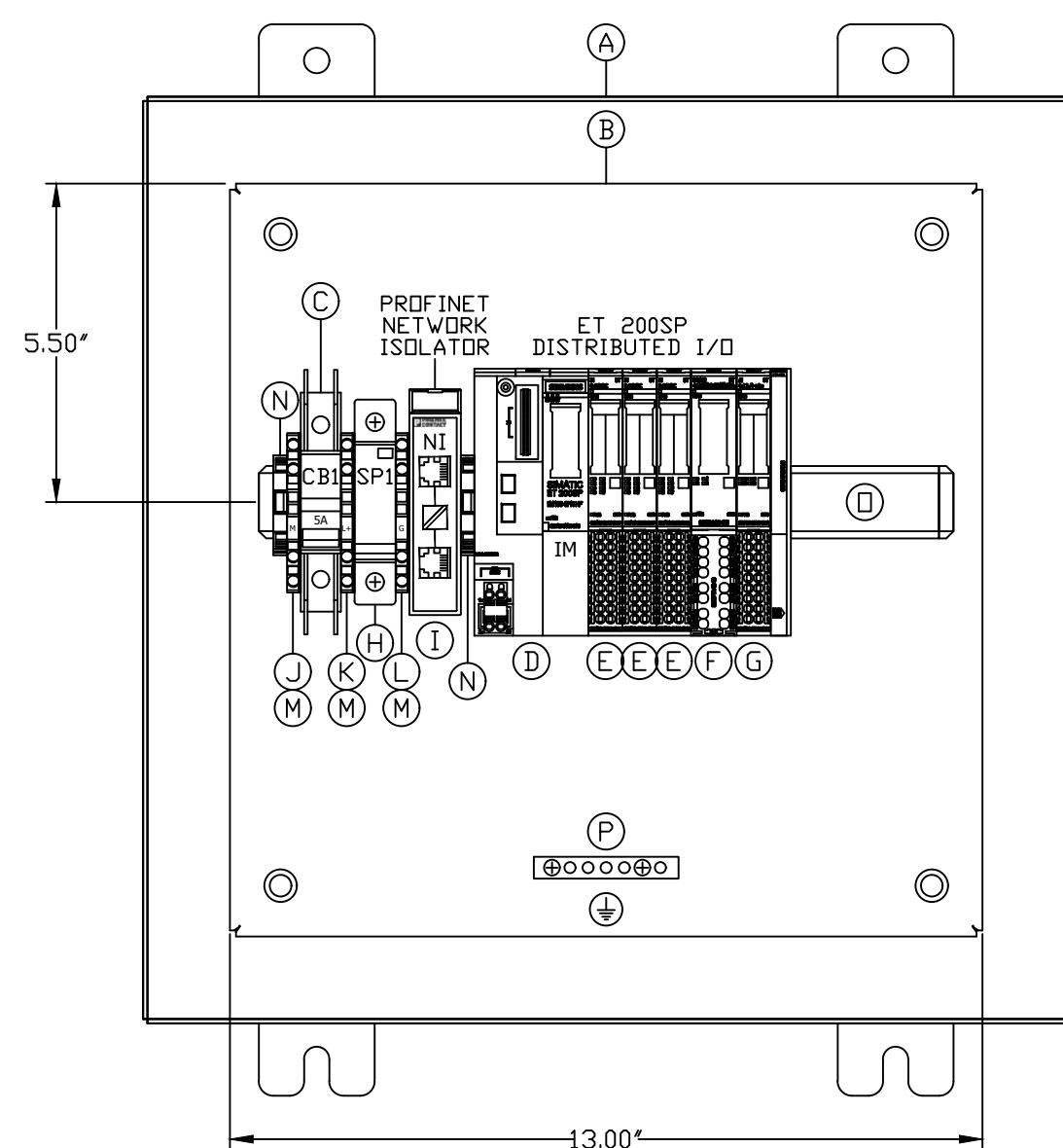
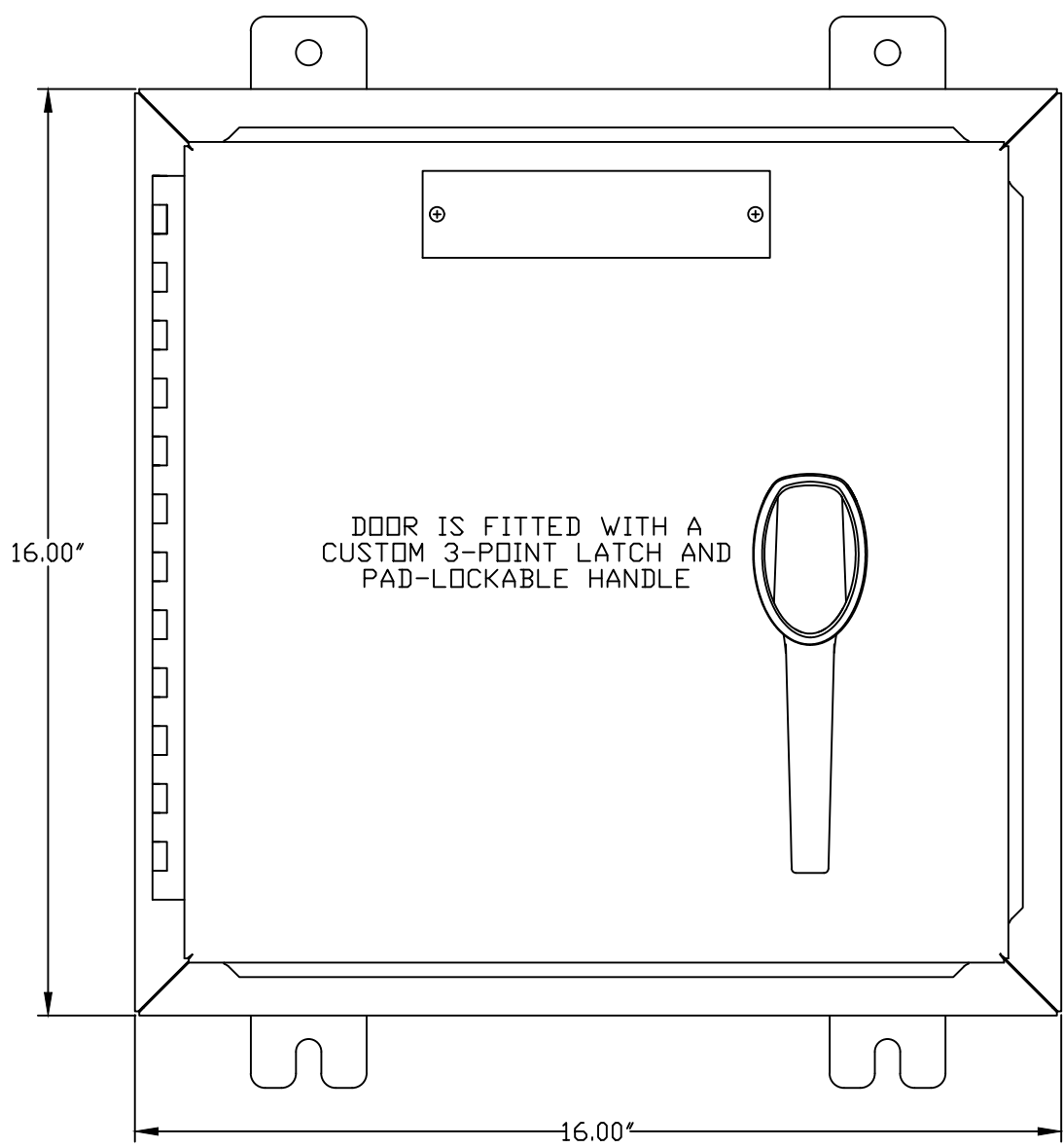
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STANDARD

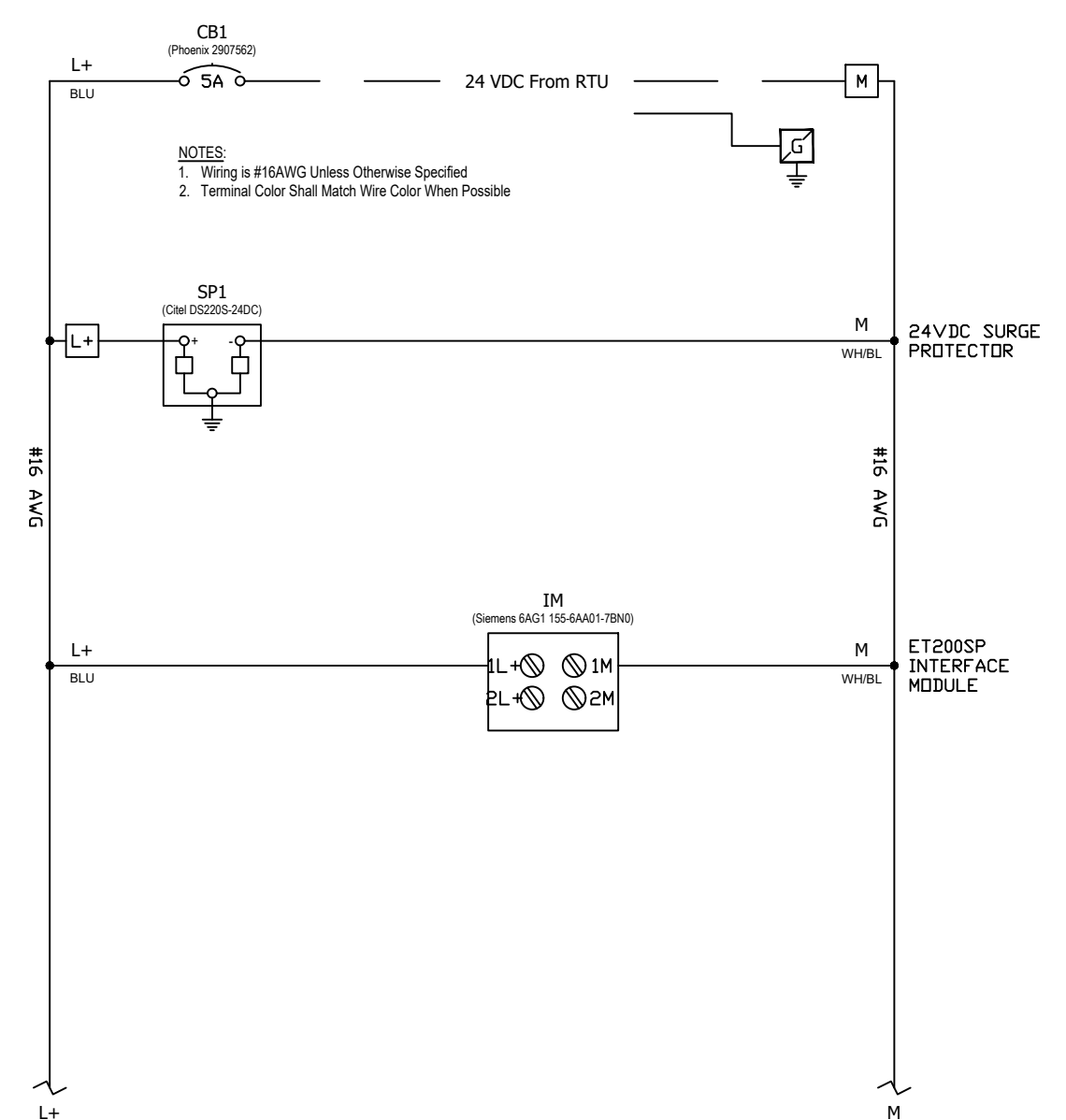
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						ALTERNATE POLE SCADA INSTALLATION DETAIL



JEA STANDARD
PUMP STATION ELECTRIC DETAILS
SCADA INSTALLATION



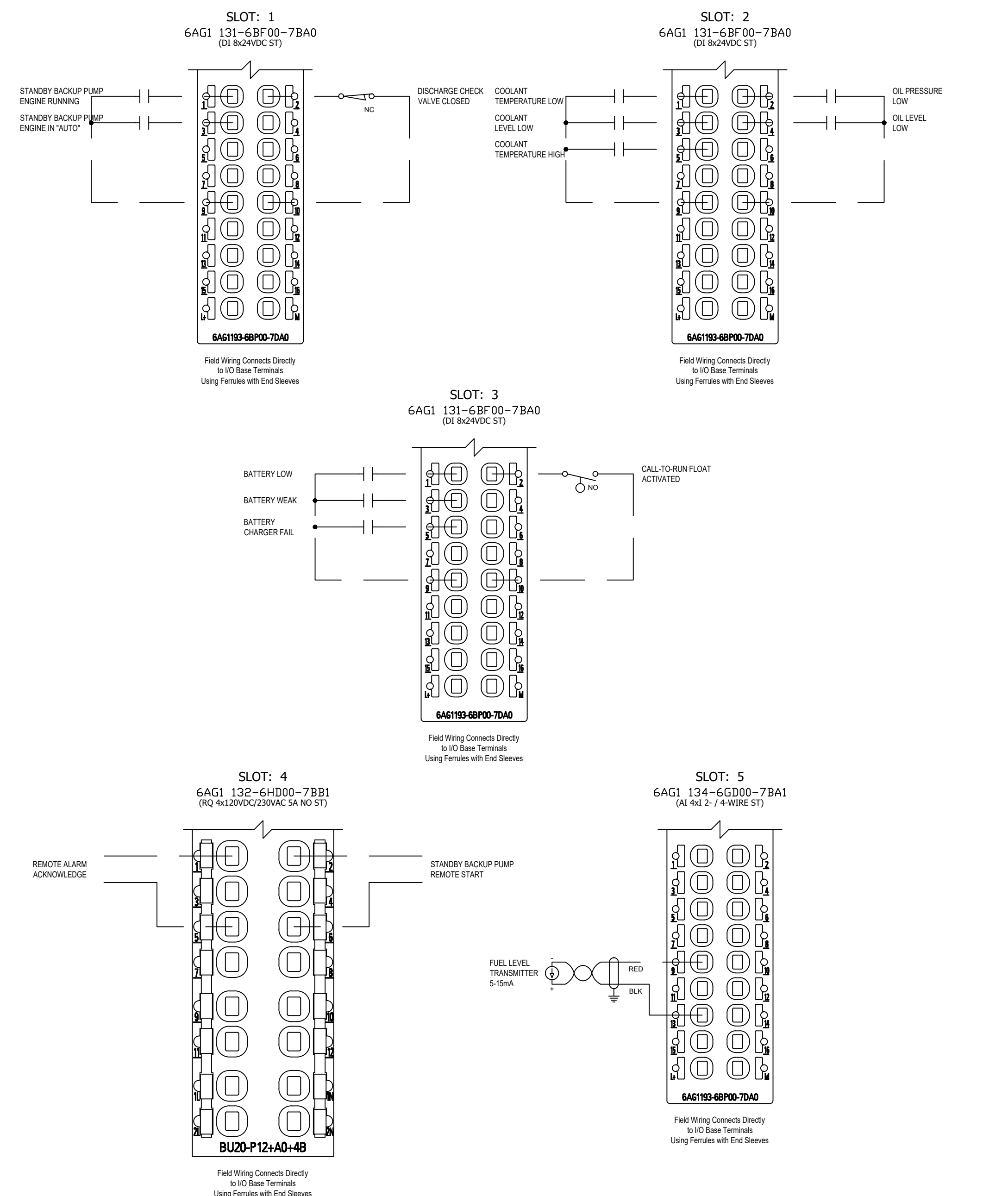
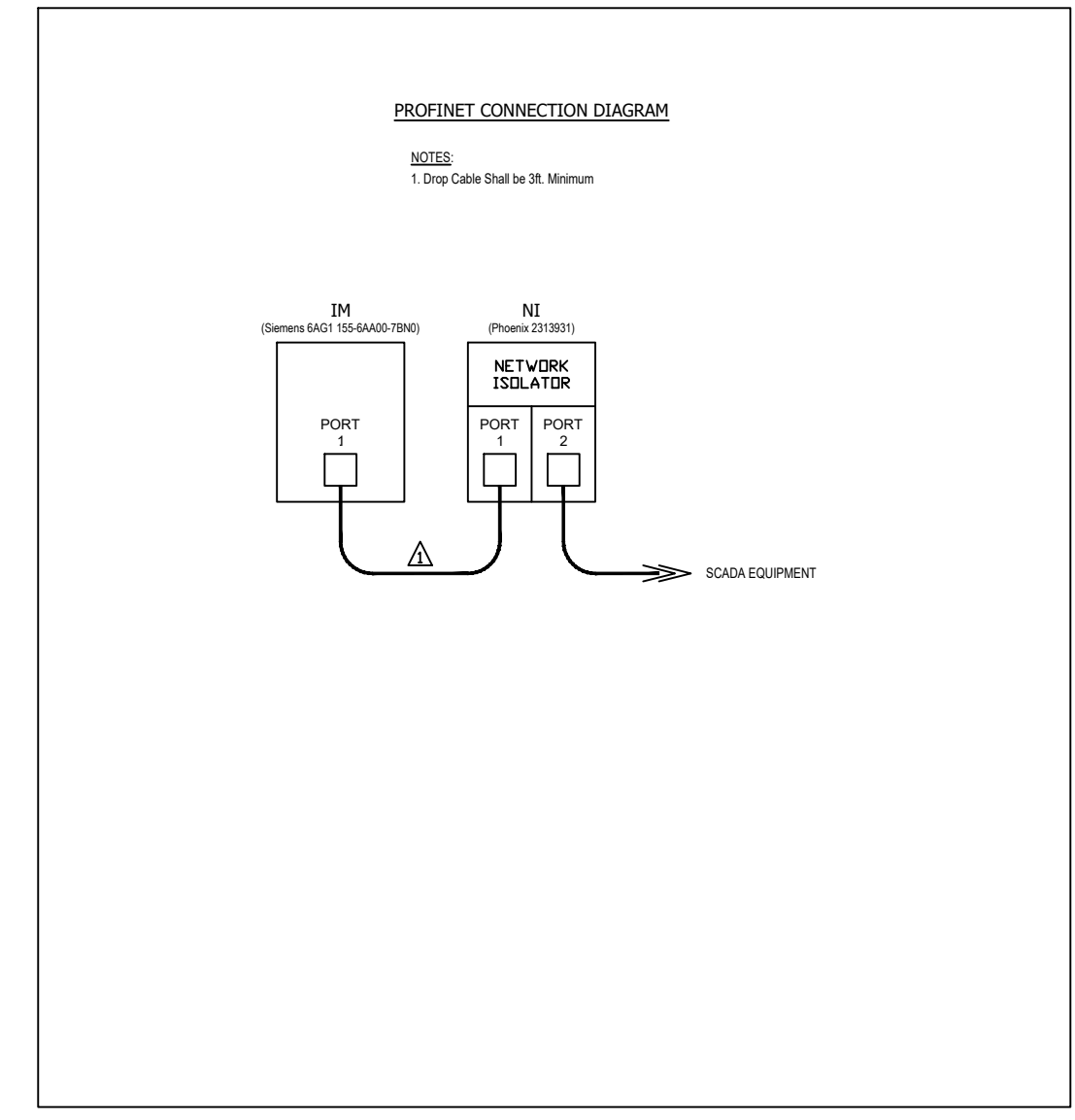
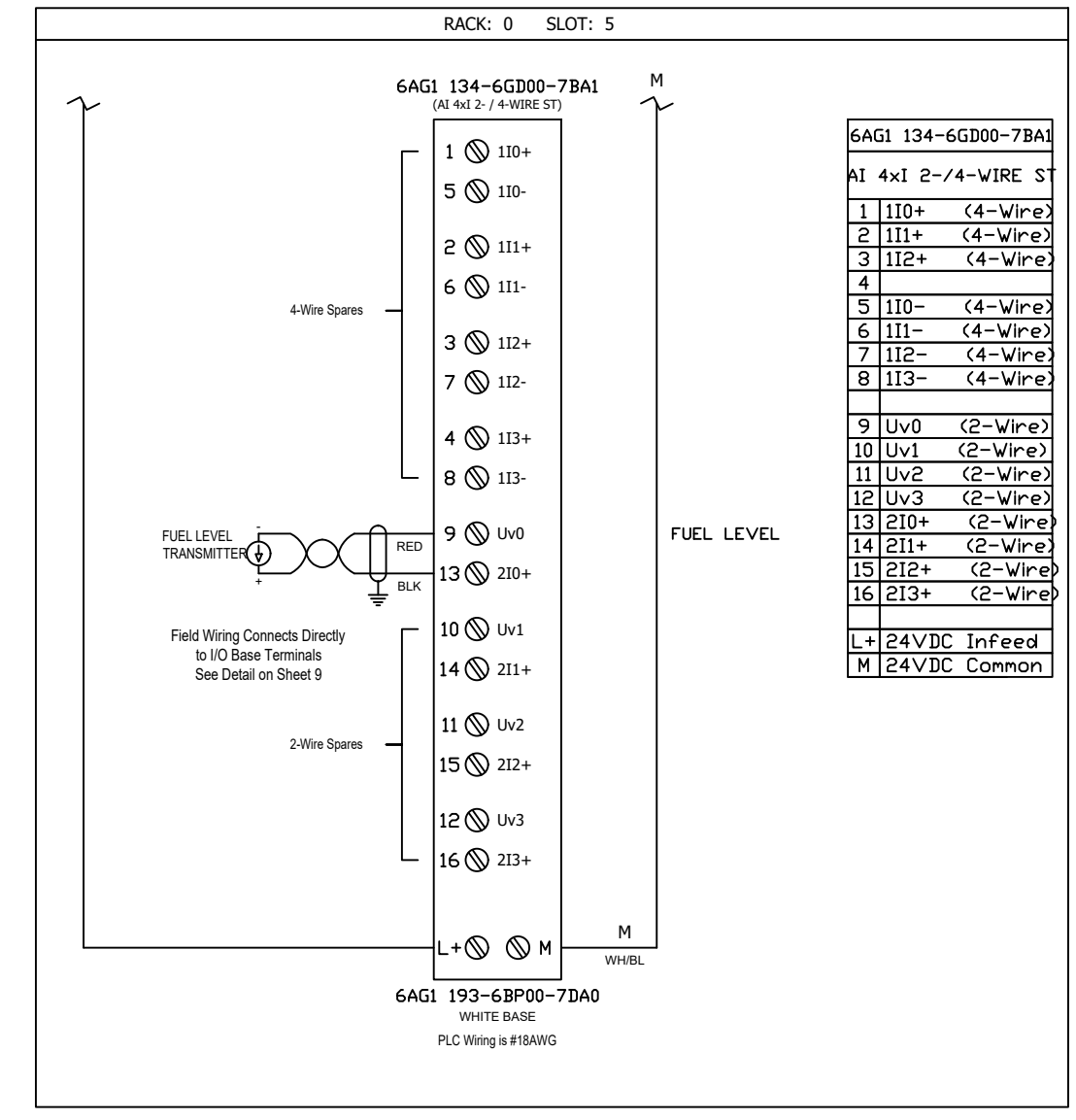
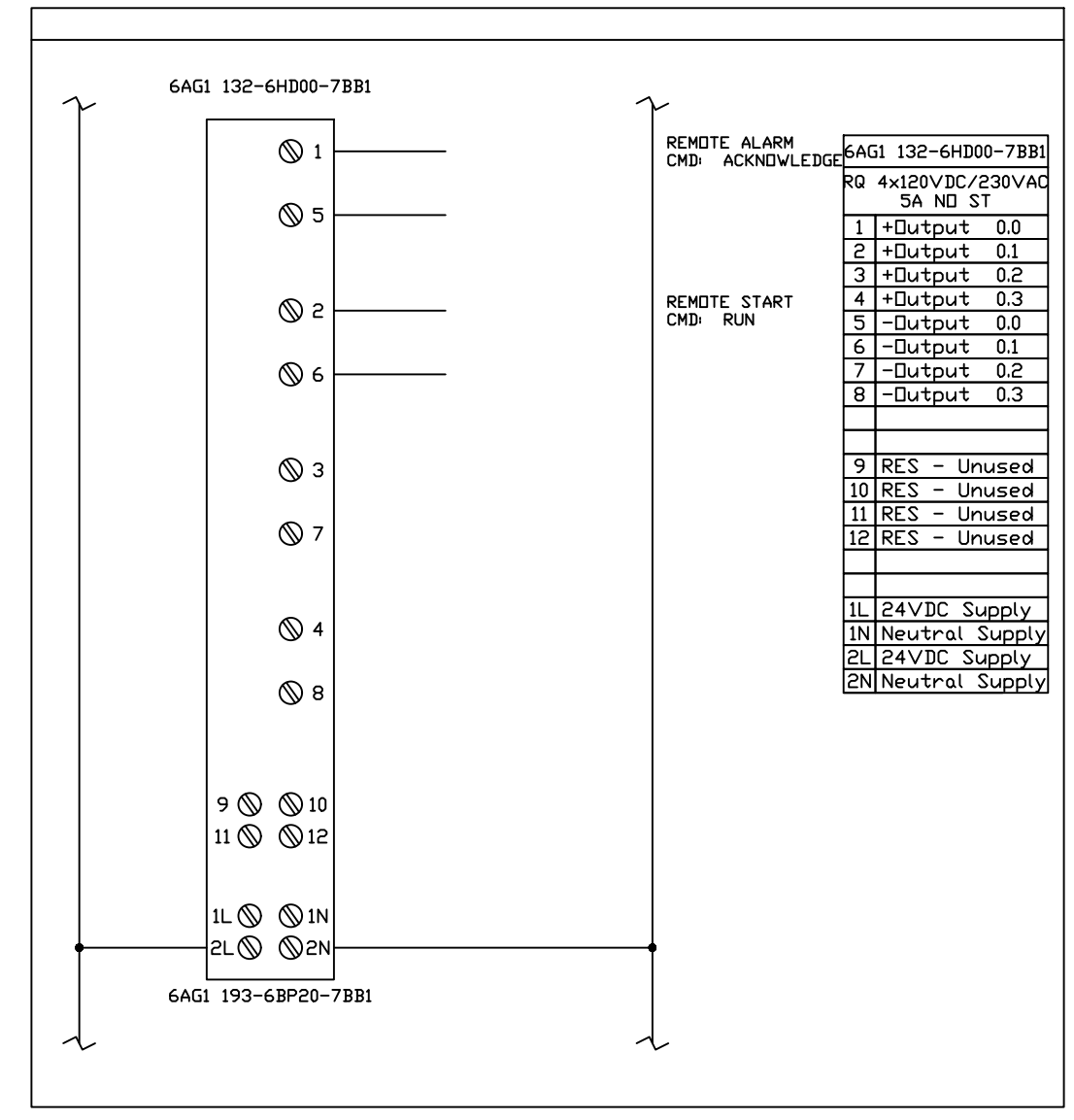
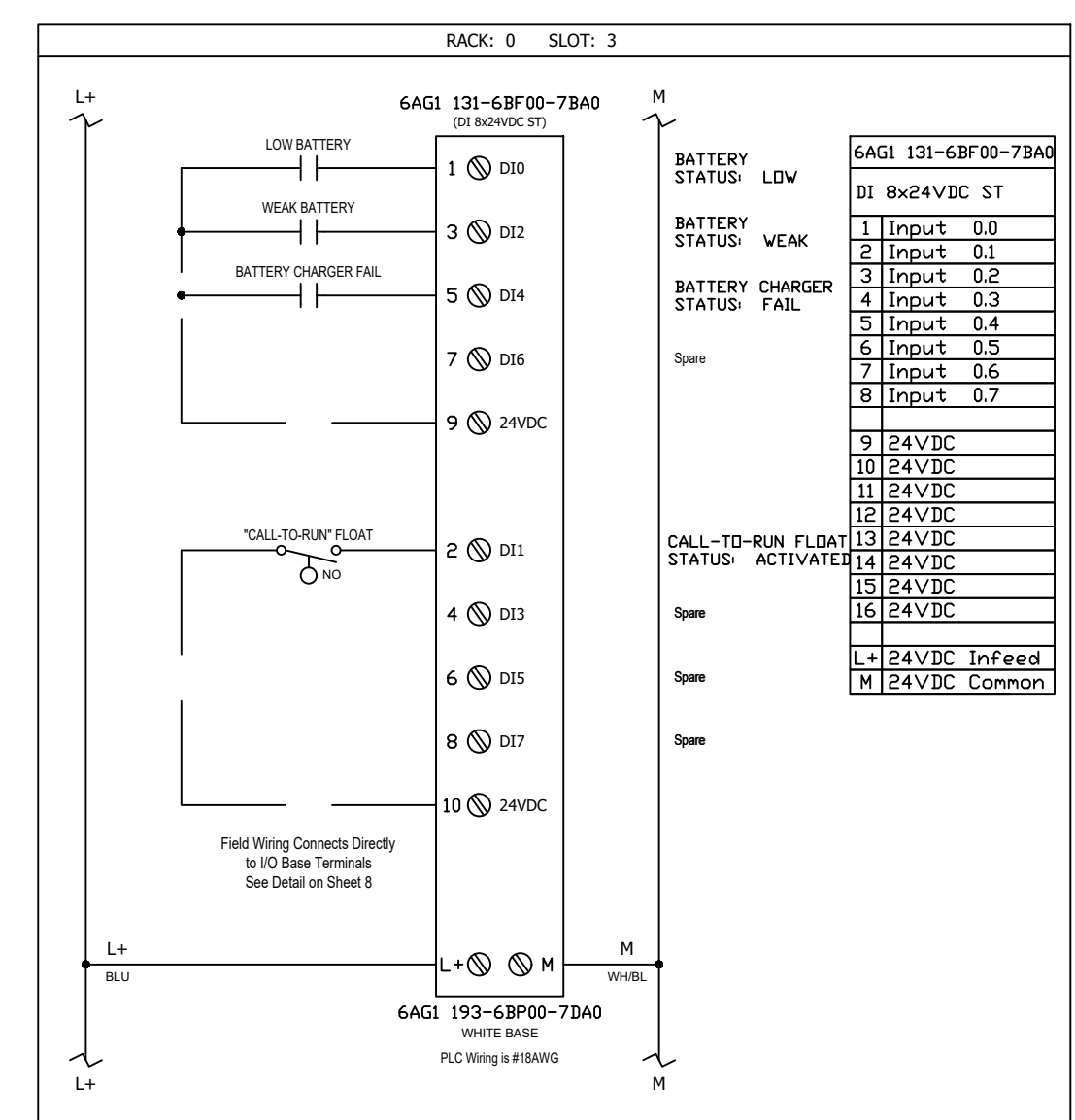
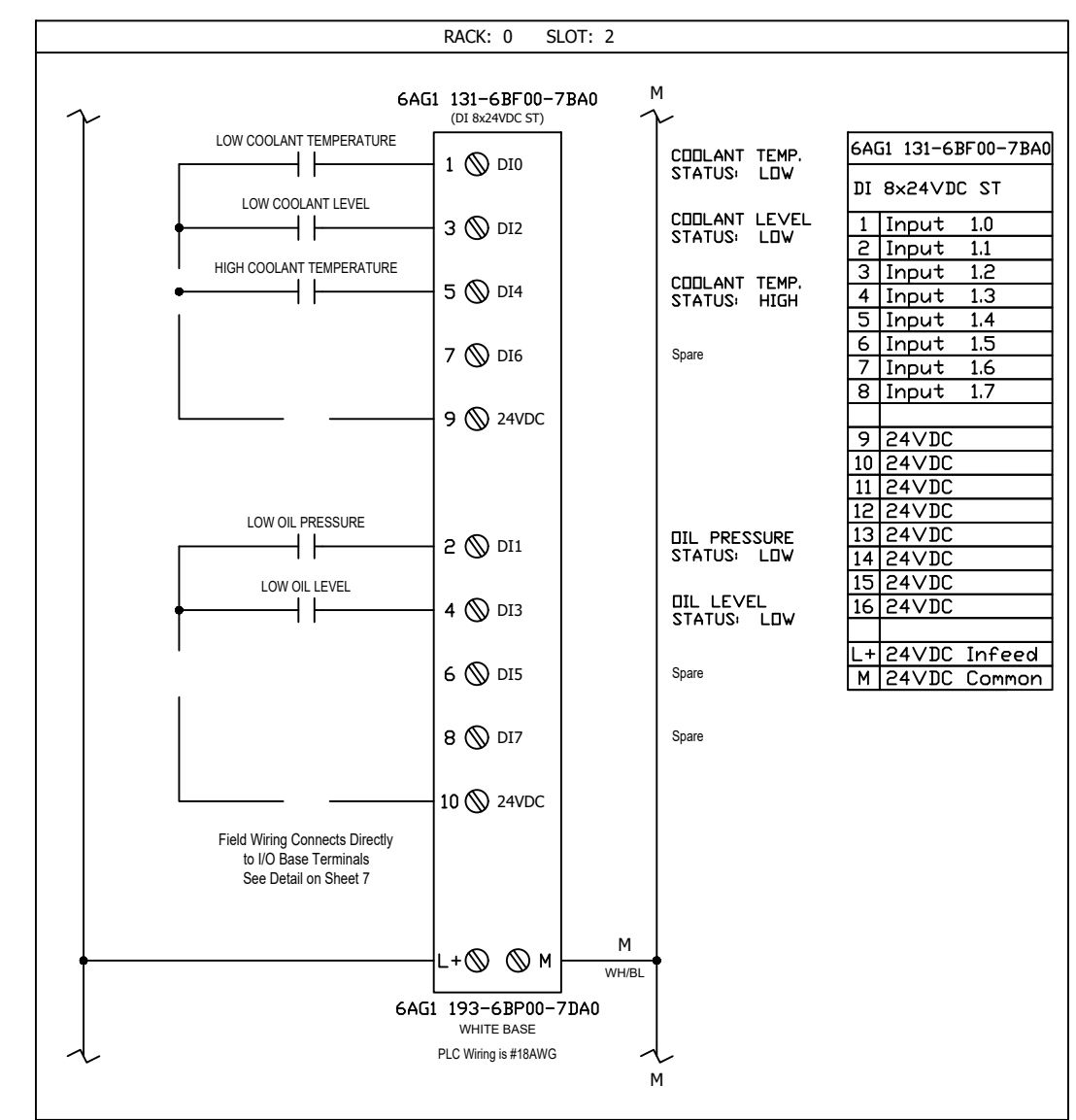
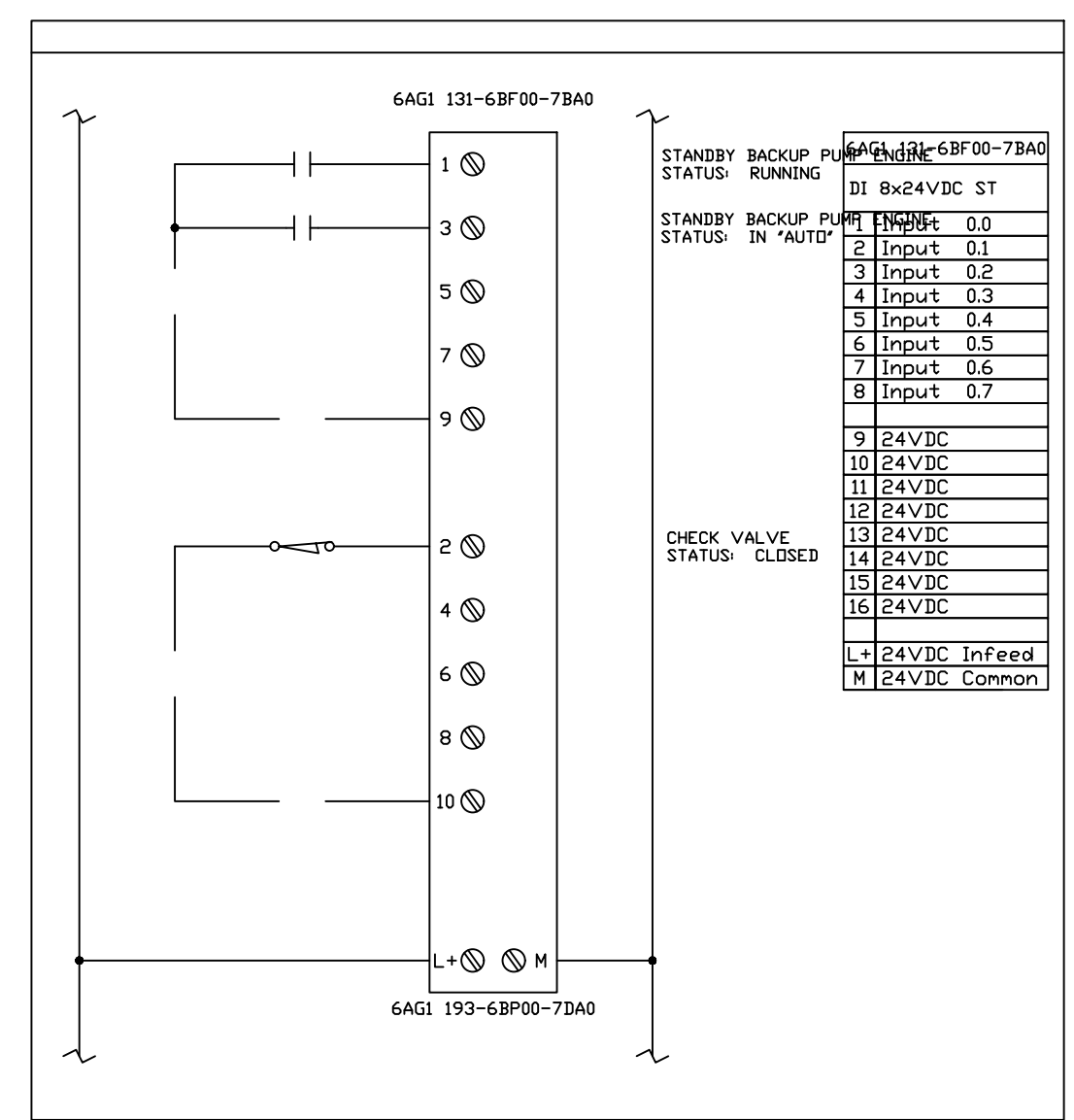
GENERATOR DISTRIBUTED I/O PANEL - BILL of MATERIAL					
ITEM	TAG	PART No.	DESCRIPTION	MANUFACTURER	QTY.
A		SPN4AL-16166-W	ENCLOSURE, NEMA 4X, ALUMINUM, WHITE PAINTED FINISH, 3-PT. LATCH	SCHAEFER	1
B		SPP-1616	BACK PANEL, 12ga. CARBON STEEL, WHITE ENAMEL FINISH	SCHAEFER	1
C	CB1	2907562	CIRCUIT BREAKER, UL489 BRANCH RATED, C-CURVE, 1-POLE, 5A	PHENIX CONTACT	1
D	IM	6AG1 155-6AA01-7BN0	INTERFACE MODULE, SIPLUS ET200SP IM155-6PN STANDARD	SIEMENS	1
E		6AG1 131-6BF00-7BA0	DIGITAL INPUT MODULE, SIPLUS ET200SP DI 8x24VDC ST	SIEMENS	3
		6AG1 193-6BP00-7DA0	BASE MODULE, WHITE	SIEMENS	3
F		6AG1 132-6HD00-7BB1	DIGITAL OUTPUT MODULE, SIPLUS ET200SP RO 4x120VDC/230VAC/5A ST	SIEMENS	1
		6AG1 193-6BP20-7BB1	BASE MODULE, BLACK	SIEMENS	1
G		6AG1 134-6GD00-7BA1	ANALOG INPUT MODULE, SIPLUS ET200SP AI 4xI 2- / 4-WIRE ST	SIEMENS	1
		6AG1 193-6BP00-7DA0	BASE MODULE, WHITE	SIEMENS	1
H	SP1	DS220S-24DC	SURGE PROTECTOR, 24VDC	CITEL	1
I	NI	2313931	PROFINET NETWORK ISOLATOR	PHENIX CONTACT	1
J	M	2002-1406	TERMINAL, PUSH-IN, 1-CIRCUIT, YELLOW	WAGO	1
K	L+	2002-1404	TERMINAL, PUSH-IN, 1-CIRCUIT, BLUE	WAGO	1
L	G	2002-1407	TERMINAL, PUSH-IN, 1-CIRCUIT, GREEN/YELLOW, GROUNDING	WAGO	1
M		2002-1492	TERMINAL END PLATE, ORANGE	WAGO	3
N		249-116	END ANCHOR, 6mm, GRAY	WAGO	2
O		210-112	DIN RAIL, GALVANIZED, SLOTTED, 2M	WAGO	1
P		PK5GTA	EQUIPMENT GROUND BAR KIT	SQUARE D	1



- THIS DRAWING IS AN EXAMPLE OF HOW OVERALL CABINET IS TO BE DESIGNED
 - REFER TO NOTES AND DETAILS ON ALL DRAWING SHEETS
 - ALL FIELD WIRING SHALL BE #18 AWG STRANDED, TIN-PLATED COPPER
 - ALL FIELD WIRING SHALL CONNECT DIRECTLY TO I/O BASE TERMINALS USING FERRULES WITH END SLEEVES
 - ALL PLC I/O WIRING SHALL BE #18 AWG
 - ALL MOUNTING SCREWS SHALL BE DRILLED AND TAPPED (NO SELF-TAPPING SCREWS ARE ALLOWED)
 - ALL MOUNTING SCREWS SHALL BE STAINLESS STEEL
 - DIN RAIL SHALL BE MODEL 1492-DR9 OR EQUIVALENT
- ORANGE +12VDC SUPPLY
 BROWN -12VDC SUPPLY
 BLUE +24VDC CONTROL CIRCUITS
 YELLOW -24VDC CONTROL CIRCUITS
 GRAY REMOTELY POWERED CIRCUITS
 GREEN/YELLOW GROUND

- ENCLOSURE:**
 SPN4AL-16166-W (16"H x 16"W x 6"D) NEMA 4X RATED, FABRICATED FROM .125 MARINE GRADE ALUMINUM WITH WHITE POLYESTER POWDER COAT FINISH INSIDE AND OUT. DOOR IS FITTED WITH A CUSTOM 3-POINT LATCH AND PAD-LOCKABLE HANDLE.
- BACK PANEL:**
 SPP-1616 (13"H x 13"W) FABRICATED FROM 12GA. CARBON STEEL WITH WHITE ENAMEL FINISH.
- DRAWING LAYER COLOR LEGEND:**
 GREY NOTES
 BLACK ELECTRICAL SCHEMATIC WIRING DIAGRAMS AND DEVICES
 BLUE PART IDENTIFICATION
 PURPLE WIRE NUMBERS
 GREEN FIELD DEVICES AND WIRING OUTSIDE ENCLOSURE (DASHED)
 RED FUTURE / OPTIONAL DEVICES AND WIRING
 TEAL DIMENSIONS

FIELD WIRING CONNECTION DETAILS



STANDARD

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1.	LLOYD HENRY	8/25/2018	DRAWING ENLARGED

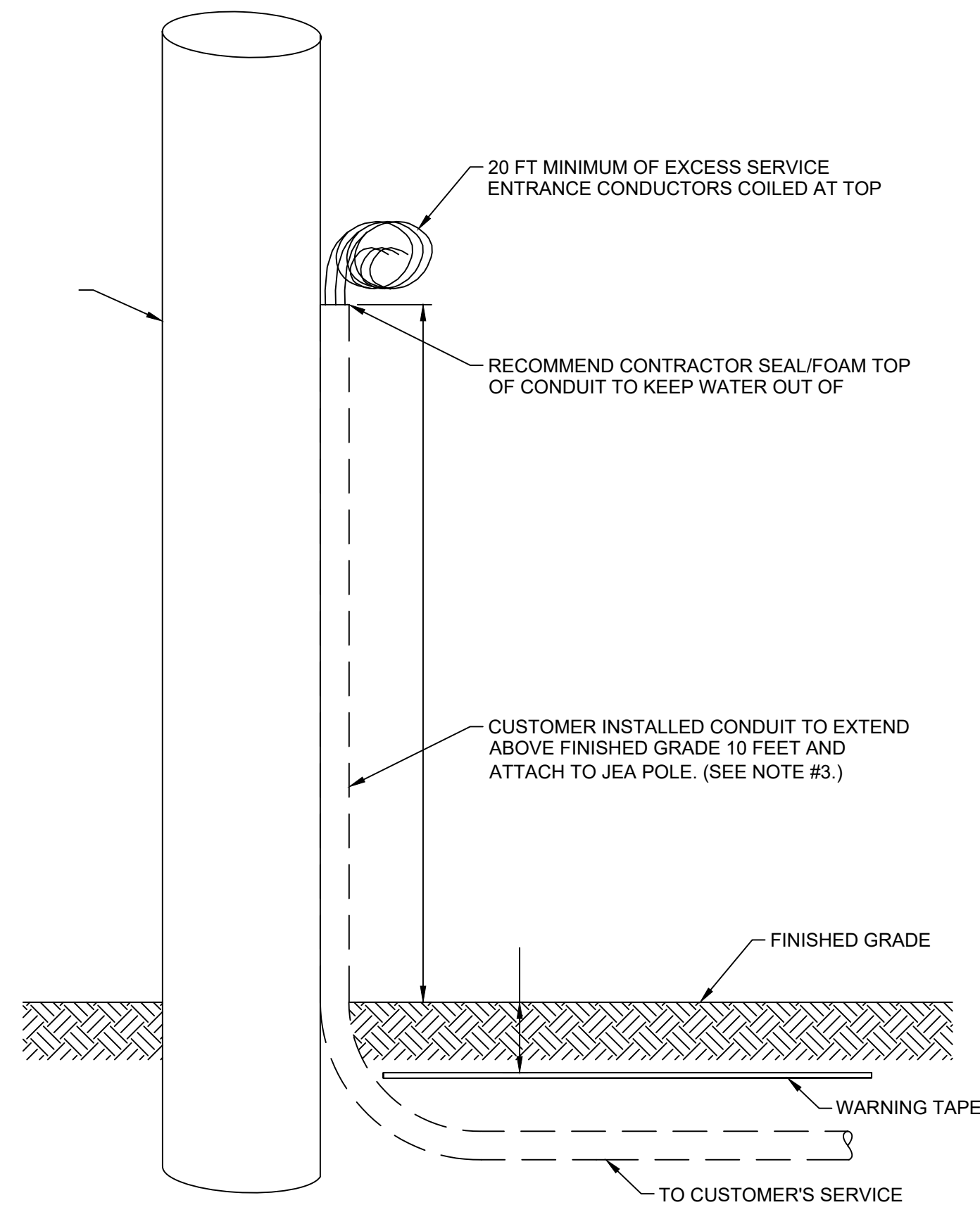
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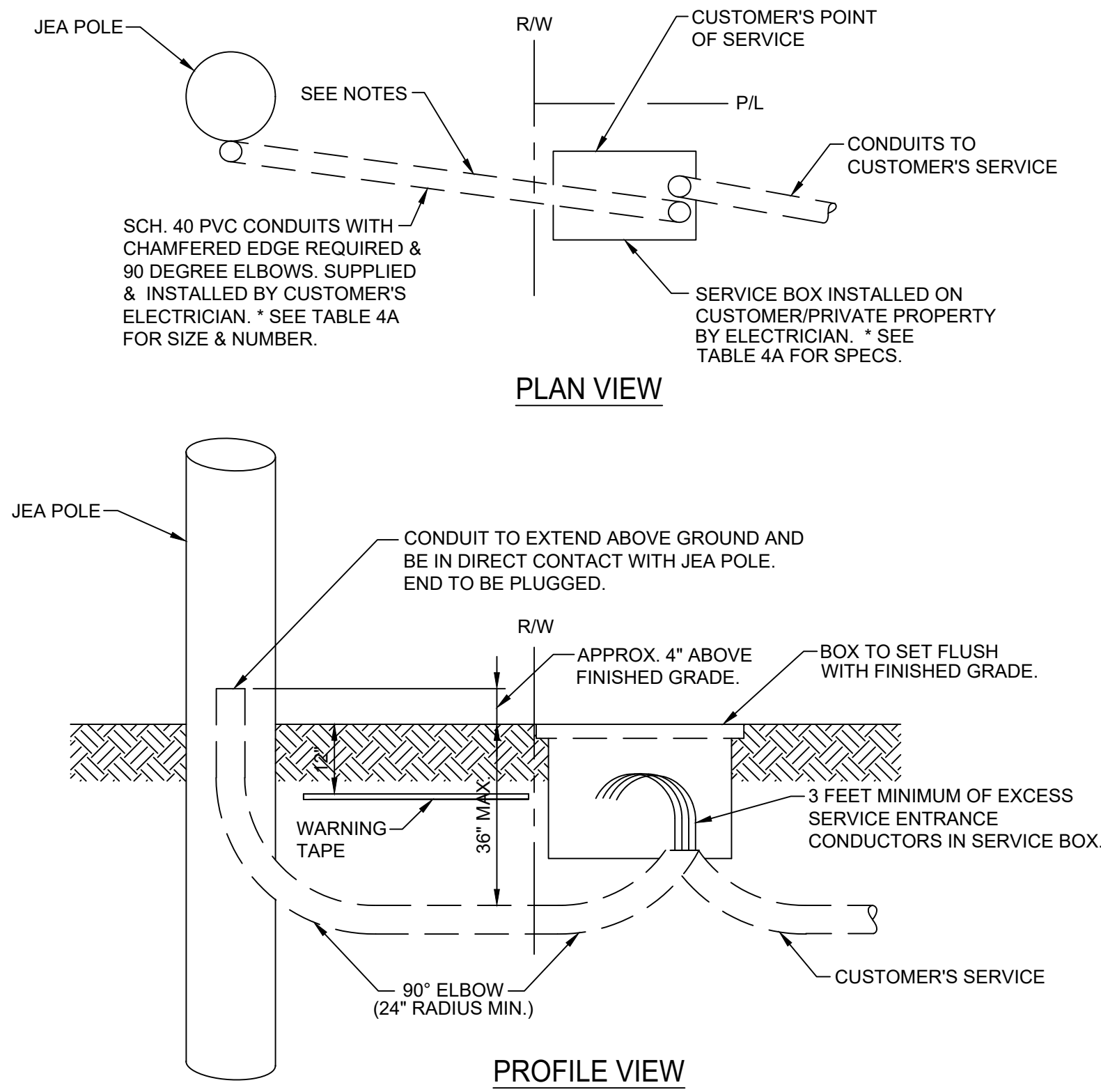
JEA Building Community

JEA STANDARD
 PUMP STATION ELECTRIC DETAILS
 STANDBY BACKUP PUMP DISTRIBUTED I/O PANEL

NO. SHEETS	PROJ. NO.
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DRAWING NO.	SCALE:



2. THE CUSTOMER WILL MAINTAIN THE WARNING TAPE, CONDUIT AND CONDUCTORS SHOWN.
3. THE CUSTOMER MUST PICK A CLEAR SIDE OF THE JEA POLE TO EXTEND UP CONDUIT. CLEAR FROM PHONE OR COMMUNICATION CABLES, OR ANY OTHER EQUIPMENT, FROM FINISHED GRADE TO JEA POINT OF SERVICE. CALL JEA DISTRIBUTION ENGINEER IF LOCATION IS REQUIRED.
4. THE JEA WILL MAKE ALL CONNECTIONS TO CUSTOMER'S SERVICE WIRE ON THE JEA POLE.
5. THE JEA WILL INSTALL CABLE GUARD ON JEA POLE AND COVER CUSTOMER'S SERVICE WIRE



NOTES:

1. THE MINIMUM DISTANCE BETWEEN THE SERVICE BOX AND SERVICE POLE IS 4 FEET.
2. THE CUSTOMER MUST PICK A CLEAR SIDE OF THE JEA POLE FOR THE JEA TO EXTEND UP THE POLE RISER. CLEAR FROM PHONE OR COMMUNICATION CABLES, OR ANY OTHER EQUIPMENT, FROM FINISHED GRADE TO CONNECTIONS TO OVERHEAD FACILITIES. CALL JEA DISTRIBUTION ENGINEER IF LOCATION IS REQUIRED.
3. THE JEA WILL MAINTAIN THE POLE RISER AND CONDUCTOR FROM THE OVERHEAD FACILITIES TO A CUSTOMER-PROVIDED SERVICE BOX.
4. THE JEA WILL MAKE ALL CONNECTIONS TO THE CUSTOMER'S SERVICE WIRE IN THE SERVICE BOX. SAID CONNECTIONS WILL BE THE CUSTOMER'S POINT OF SERVICE.

**COMMERCIAL SERVICE
ABOVE 100 AMPS AND MULTI-METERED UNDERGROUND
SERVICE FROM AN OVERHEAD POLE**

NOT TO SCALE

**TABLE 4A
CONDUIT AND SERVICE BOX REQUIREMENTS
FOR UNDERGROUND COMMERCIAL SERVICES FROM AN OVERHEAD POLE**

SERVICE SIZE	CONDUIT SIZE (From Service Box to JEA Overhead Pole)	SERVICE BOX SIZE
20A - 150A	1-2 in	13" x 24" x 18" d
151A - 200A	1-3 in	17" x 30" x 18" d
201A - 399A	1-3 in	24" x 36" x 18" d
400A-800A	400A=1-4 in 401-800A=2-4 in	30" x 48" x 24" d manhole
801A-1400A	801-1000A=2-4 in 1001-1400A=3-4 in	36" x 60" x 36" d manhole

NOTE:

1. ALL CONDUITS TO BE SCHEDULE 40 PVC WITH CHAMFERED EDGES REQUIRED. CONDUIT SIZE AND NUMBER DOES NOT HAVE TO MATCH CUSTOMERS' SERVICE CONDUIT SIZE, TYPE, AND NUMBER.
2. ALL CONDUIT RADIUS TO BE 24 INCH MINIMUM.
3. JEA WILL ALLOW THE OPTION OF PURCHASING THESE BOXES FROM AN ELECTRICAL SUPPLY HOUSE. THESE BOXES MUST MEET THE FOLLOWING SPECIFICATIONS.
4. SERVICE BOX SIZE MAY VARY FOR 3 PHASE APPLICATIONS.
5. CONTACT JEA SERVICE ENGINEER FOR CONDUIT AND BOX LOCATION.

TECHNICAL SPECIFICATIONS

MATERIAL SPECIFICATIONS:

SERVICE BOX

1. TOP: COMPRESSION MOLDED POLYMER CONCRETE WITH MINIMUM THICKNESS OF TWO INCHES.
2. BODY: REINFORCED PLASTIC MORTAR (RPM) CONSISTING OF FIBERGLASS AND ISOPHOLIC RESIN. THE BASE WILL HAVE A FLANGE OF TWO INCHES FROM THE INSIDE WALL.
3. RING: THE RING WILL BE OF POLYMER CONCRETE AND WILL BE PERMANENTLY FUSED TO THE BODY DURING THE CURING PROCESS.

MANHOLE

1. MANHOLE BODY SHALL BE OF ONE PIECE CONSTRUCTION WITH A SOLID COVER.
2. MANHOLE DIMENSIONS SHALL BE 60" L X 36" W X 36"D.

LOAD RATING:

1. LOAD RATING: H-10 (INCIDENTAL TRAFFIC).
2. LOAD RATINGS SHALL BE IN ACCORDANCE WITH ASTM, C-857-87 (STD. PRACTICE FOR MINIMUM STRUCTURAL DESIGN LOADING FOR UG PRECAST CONCRETE UTILITY STRUCTURES) AASHTO AND WESTERN UNDERGROUND COMMITTEE RECOMMENDED GUIDELINES RULE 3.6 DATED 6-15-87.

MISCELLANEOUS REQUIREMENTS:

1. HARDWARE: TWO CAPTIVE STAINLESS PENTA HEAD BOLTS FOR SECURING TOP. BOLT HEADS WILL BE FLUSH WITH TOP OF COVER.
2. IDENTIFICATION: EACH TOP WILL HAVE THE WORD "ELECTRIC" PERMANENTLY MARKED INTO THE TOP.

ELECTRICAL NOTES

1. GROUND WIRE SHALL RUN FROM THE CHASSIS CONTINUOUS THROUGH THE METER CAN TO 2 GROUND RODS SPACED 6 FEET APART AND TERMINATE ON A FENCE POST IN CONCRETE.
2. ELECTRICAL ENCLOSURES SHALL BE ORIENTED SUCH THAT THE FRONT OF THE ENCLOSURE FACES THE INTERIOR OF THE PUMP STATION SITE.
3. QUANTITY AND SIZE OF NEMA 4x 316-STAINLESS STEEL ENCLOSURES AS REQUIRED FOR STATION OPERATION.
4. SERVICE DISCONNECT SHALL BE MANUAL FUSE 3 PHASE-4 WIRE

STANDARD

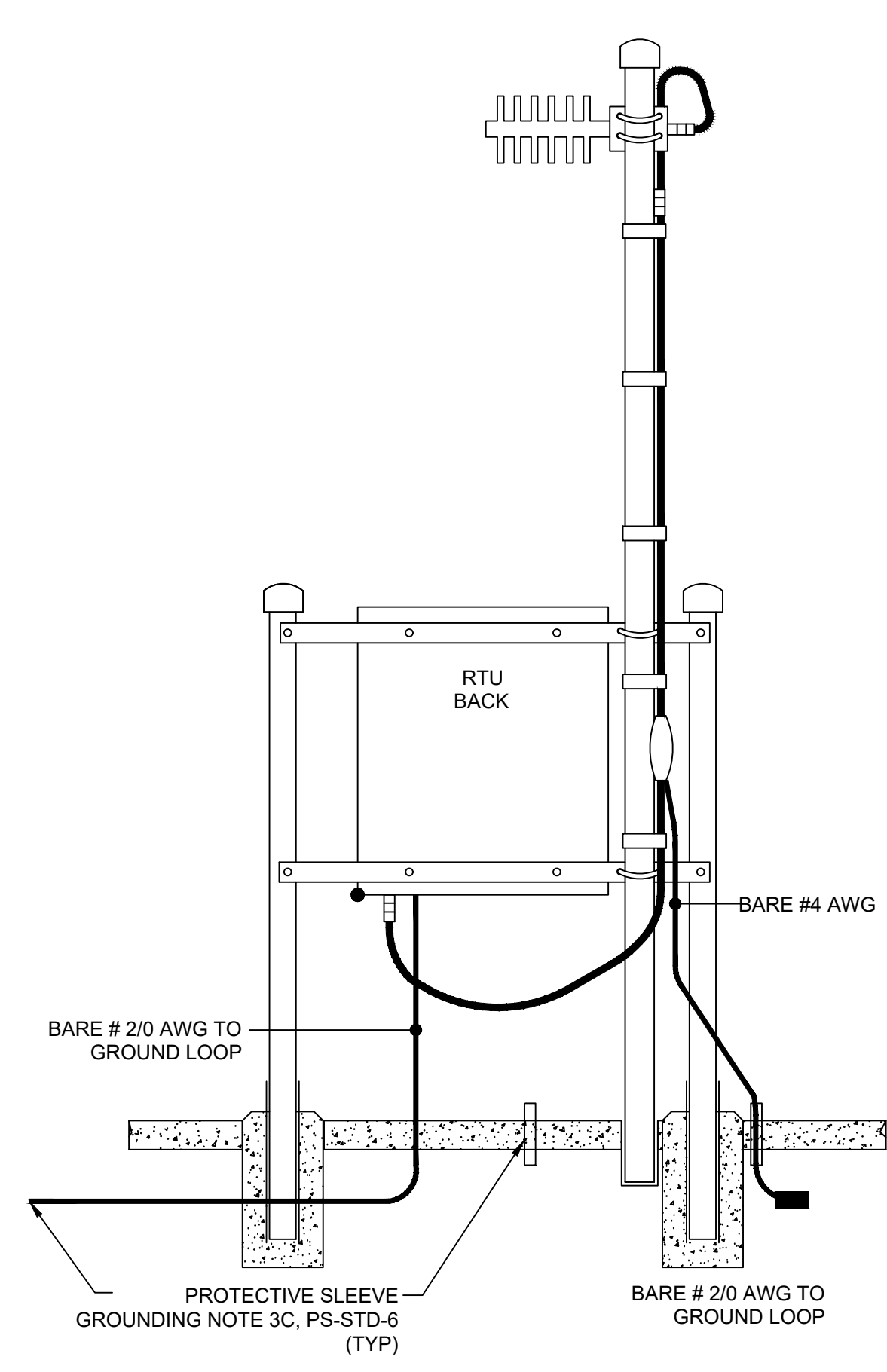
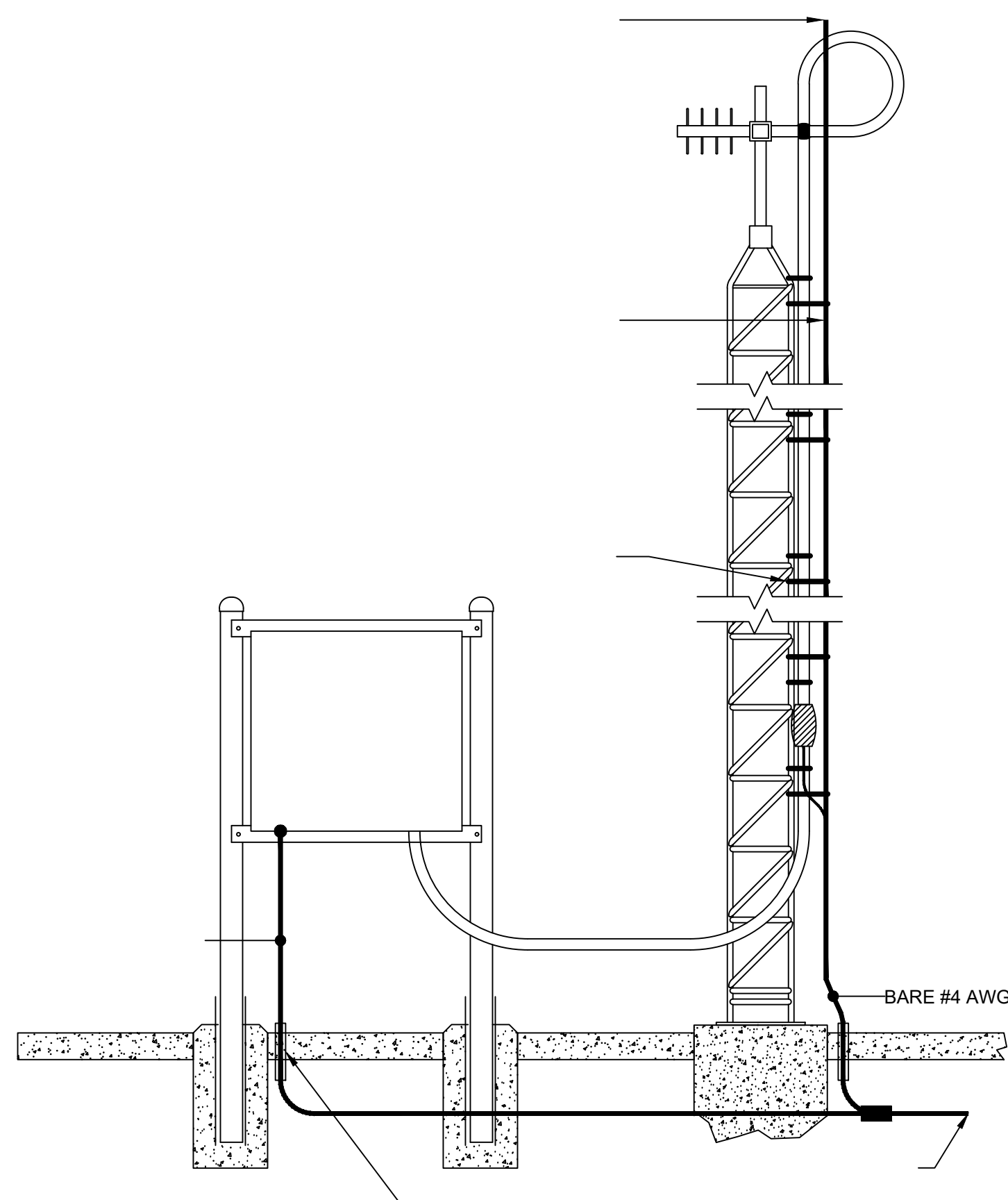
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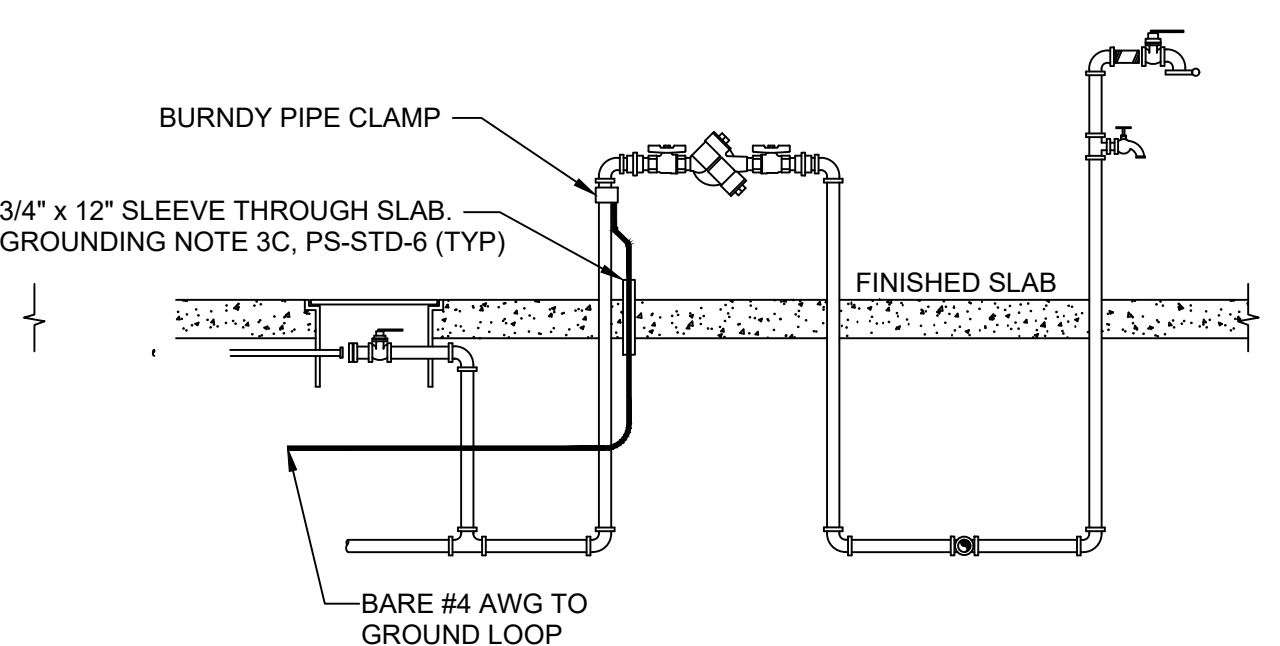


JEA STANDARD
PUMP STATION ELECTRIC DETAILS
SERVICE DETAILS

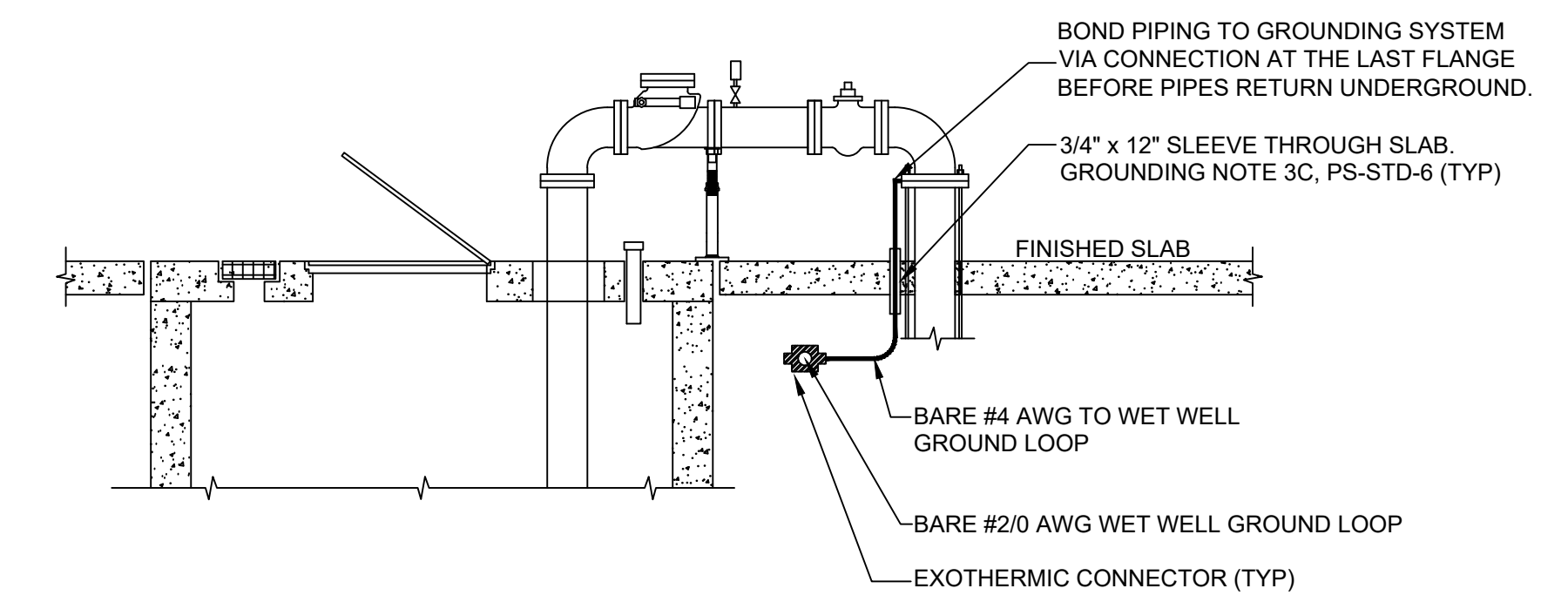
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SCALE:	
NO. SHEETS	
SHEET NO.	
DRAWING NO.	



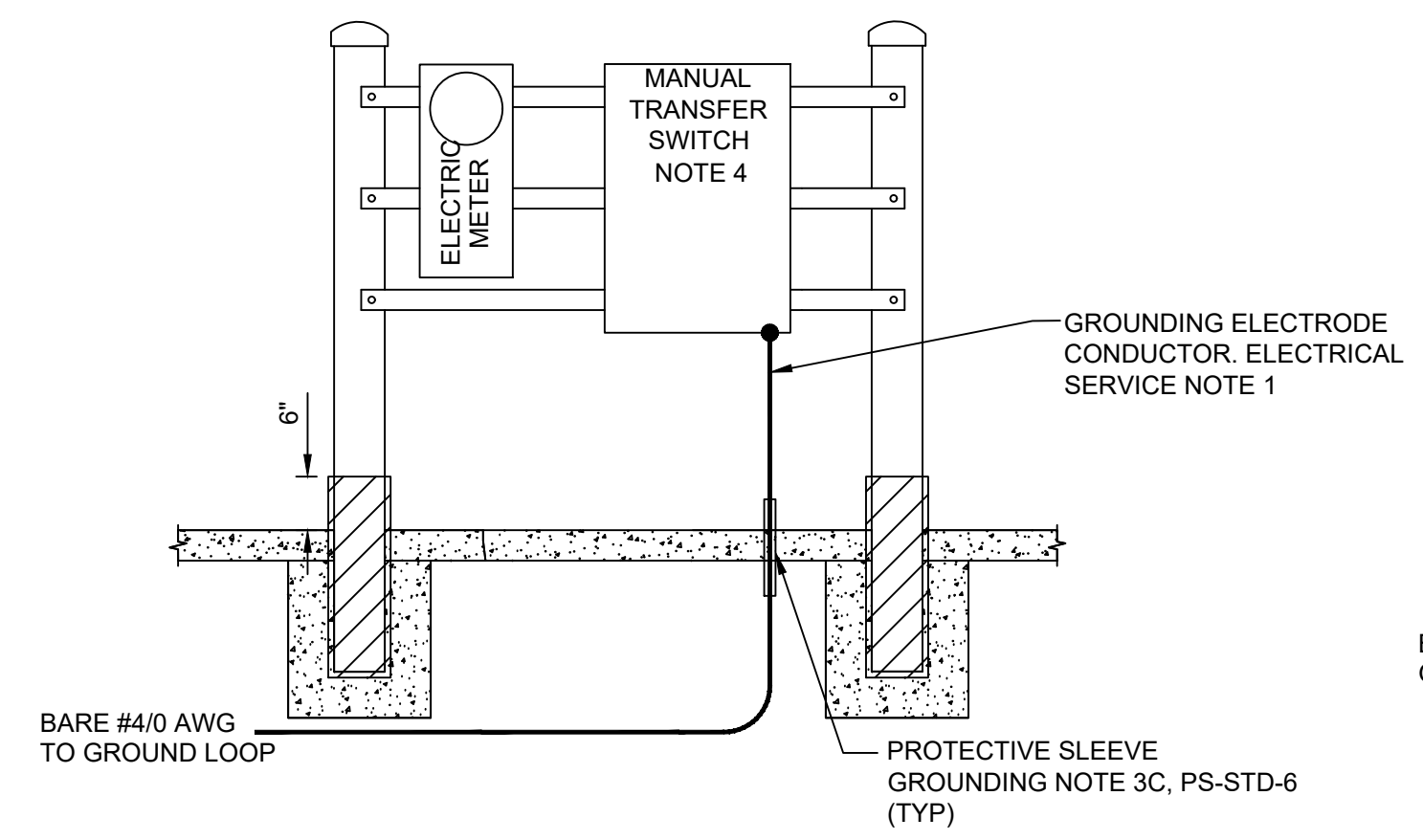
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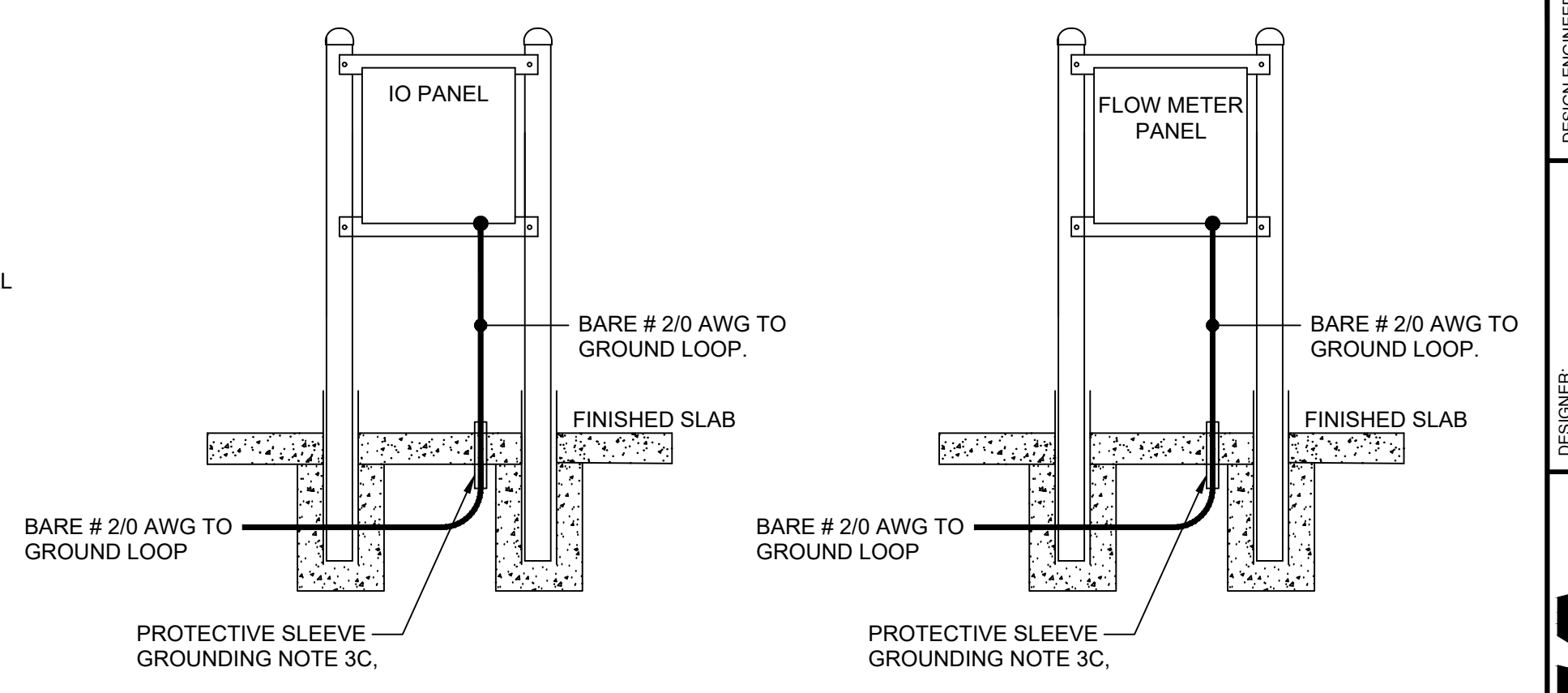
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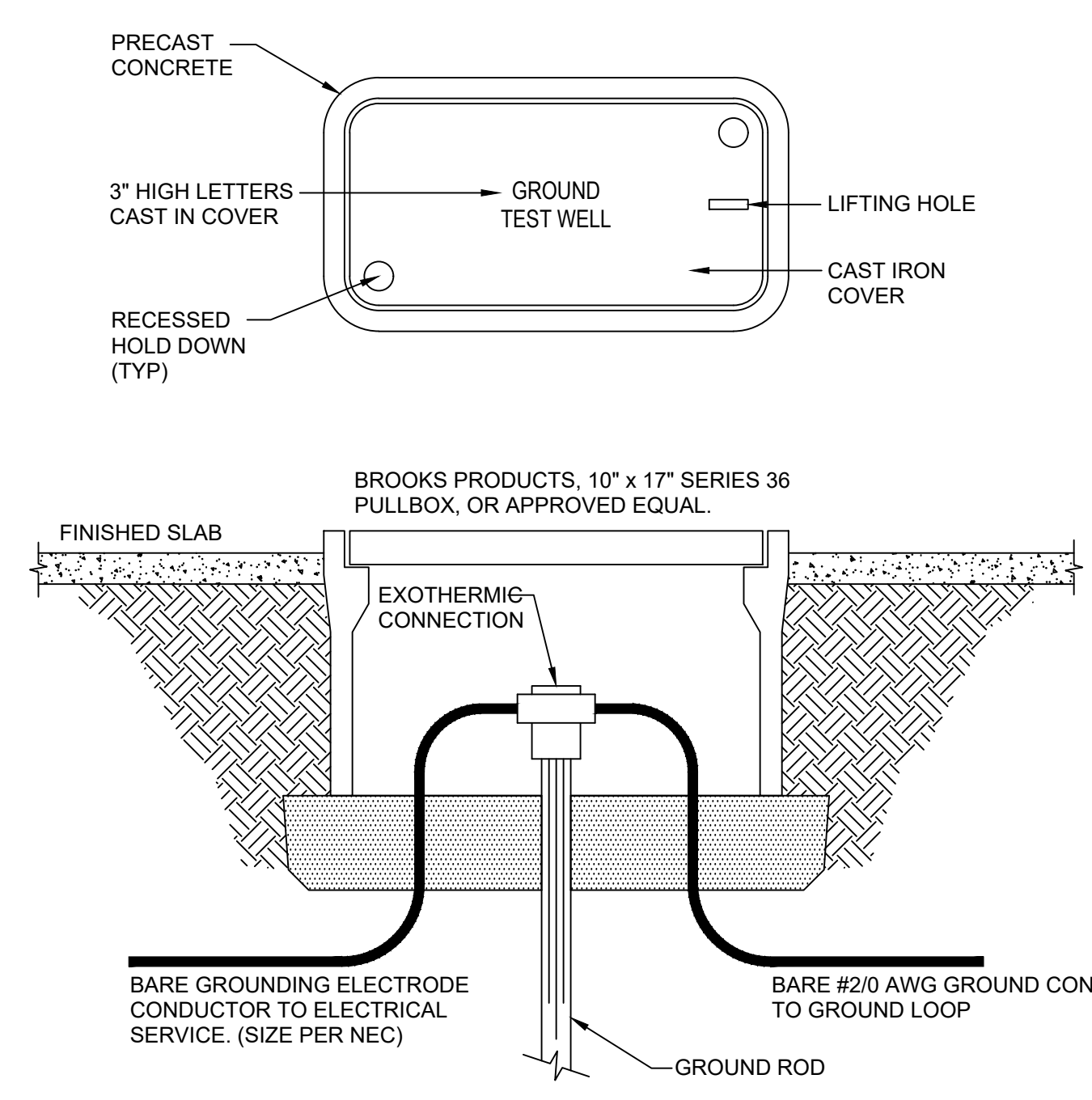
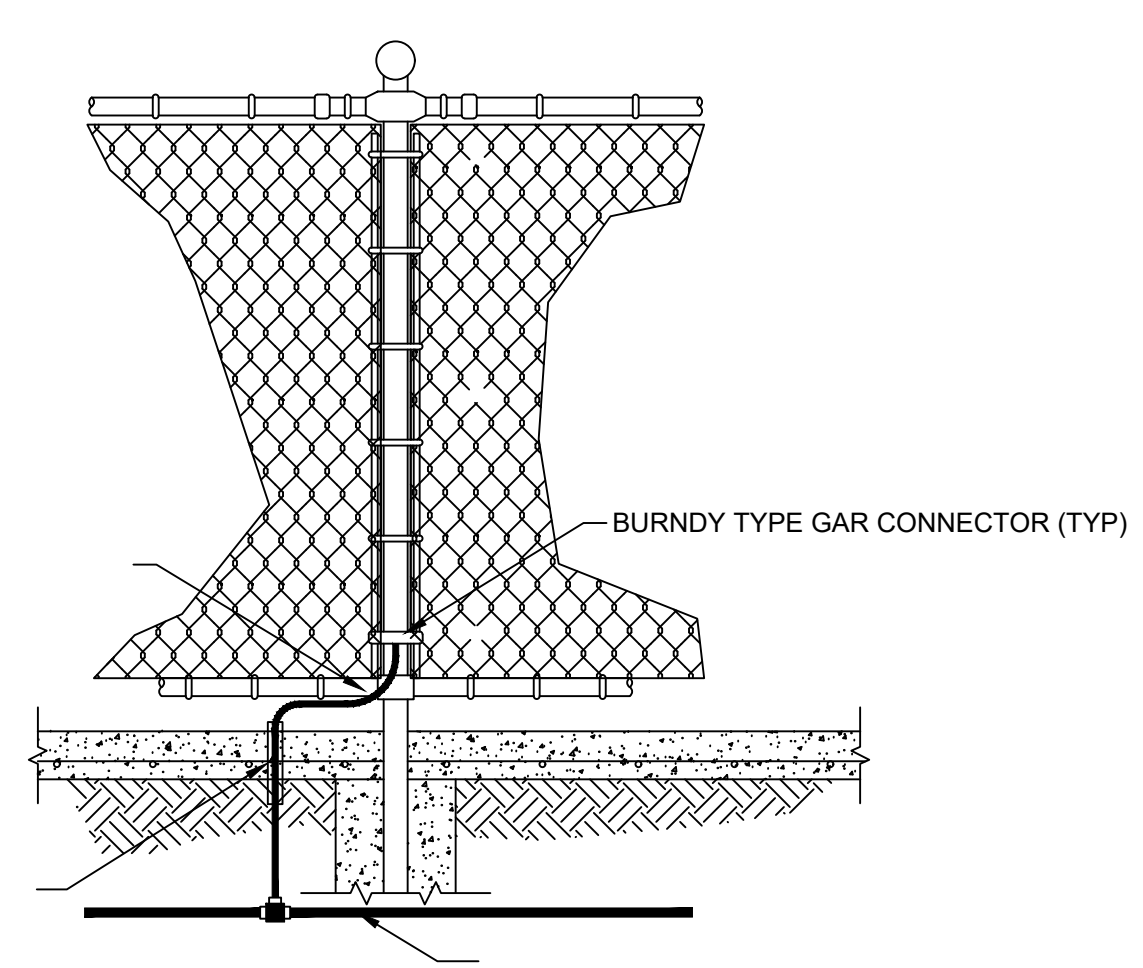
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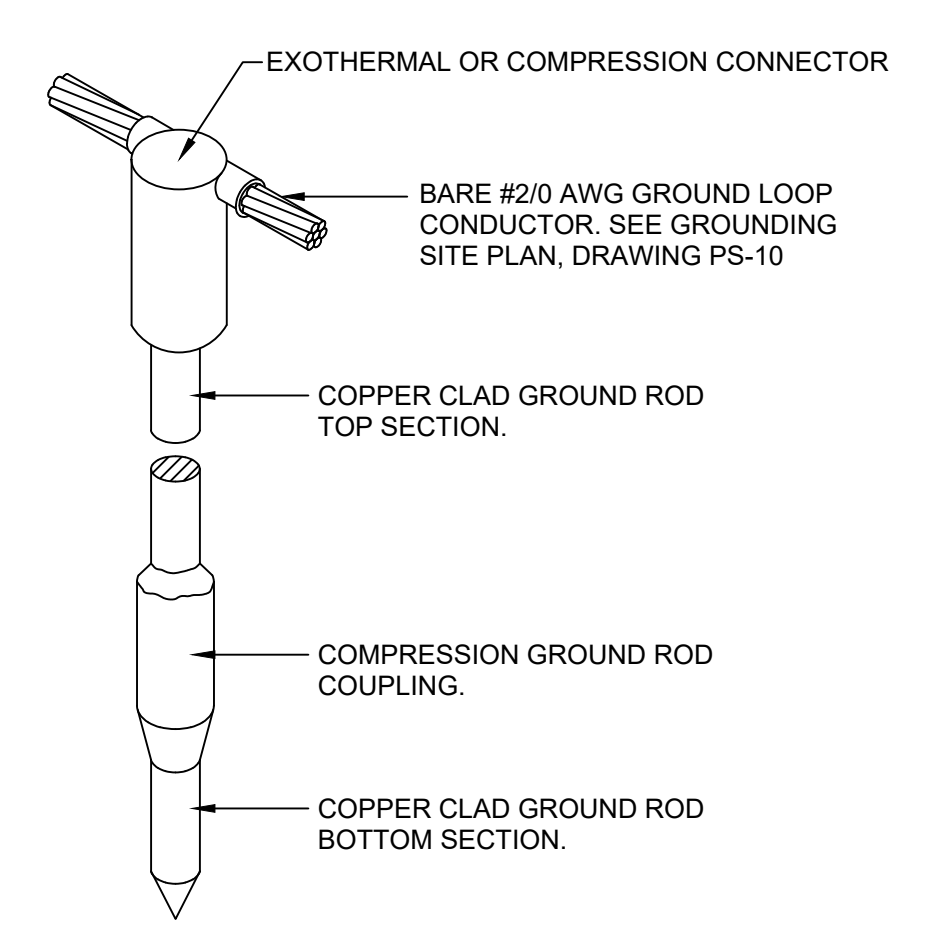
MANUAL TRANSFER SWITCH GROUNDING DETAIL
NOT TO SCALE



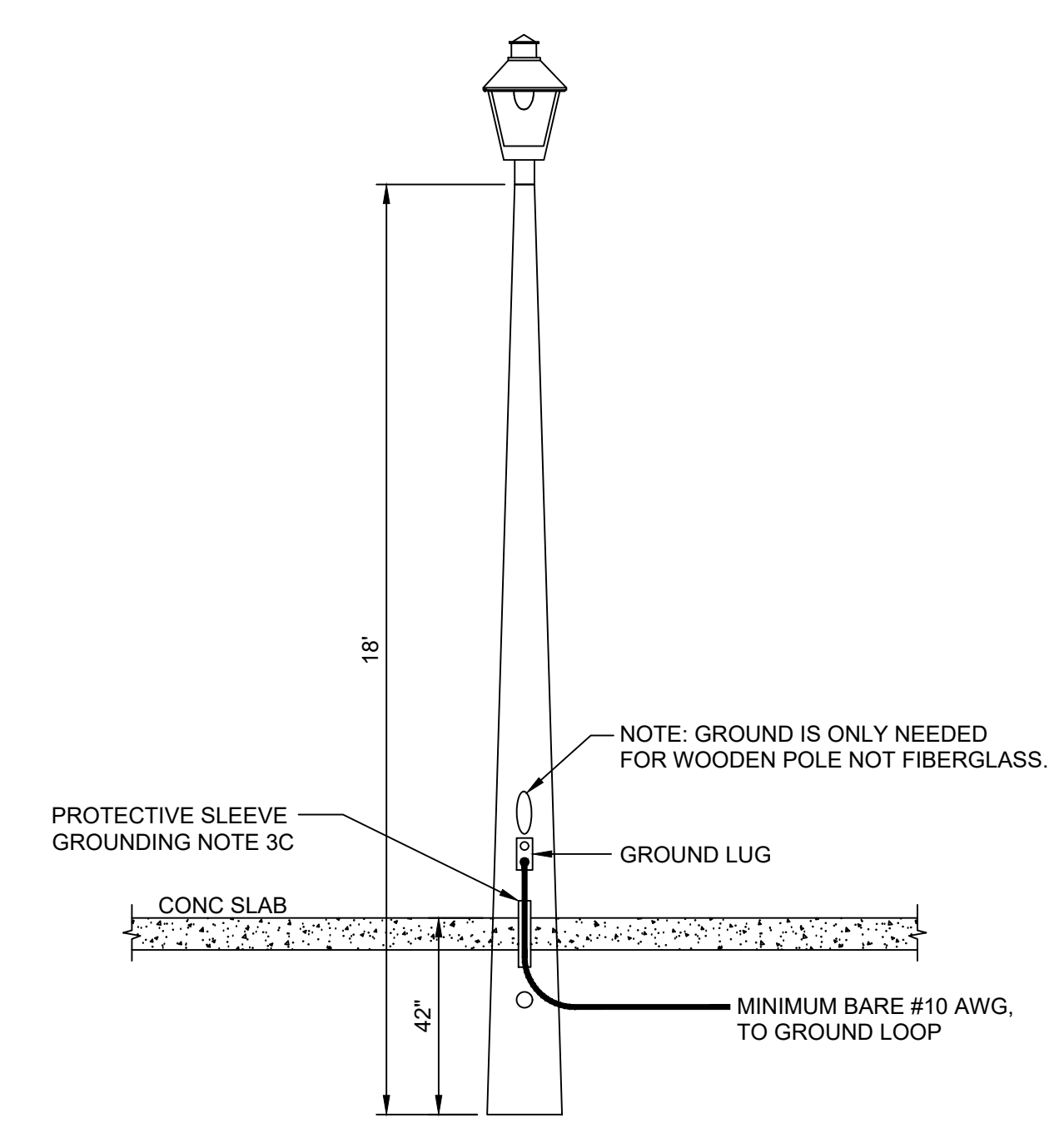
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NOT TO SCALE



GROUND SYSTEM TEST WELL DETAIL
NOT TO SCALE



TYPICAL GROUND ROD & CONNECTION DETAIL
NOT TO SCALE



SITE LIGHT GROUNDING DETAIL
NOT TO SCALE

STANDARD	NO.	BY	DATE	REVISIONS
	4.			
	3.			
	2.			
	DESIGNER	FLORIDA REGISTRATION NO.		
	DRAWN BY			
	CHECKED BY			
	DATE	DATE		
		DESIGN ENGINEER		
		MANUAL TRANSFER SWITCH		

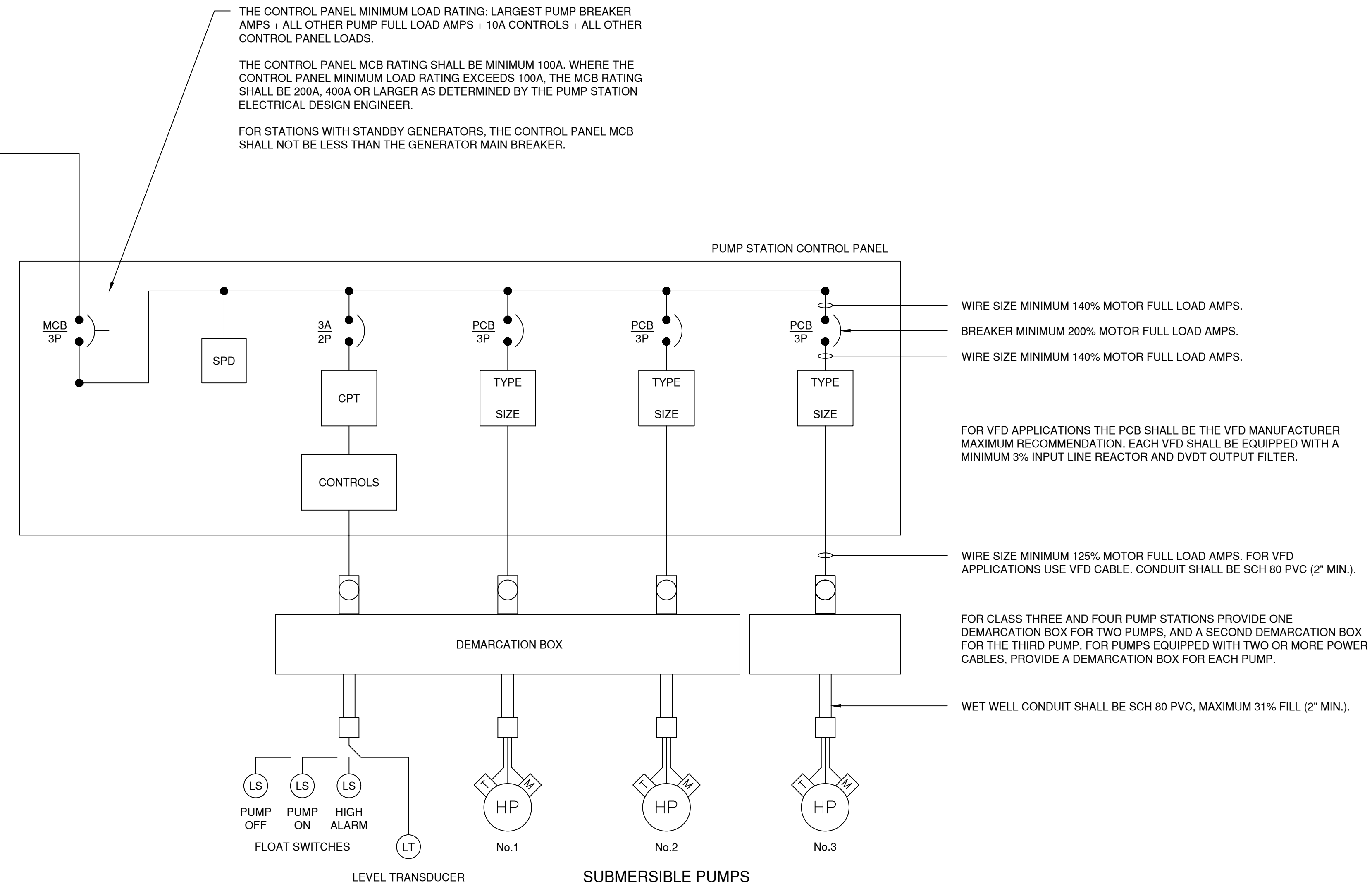
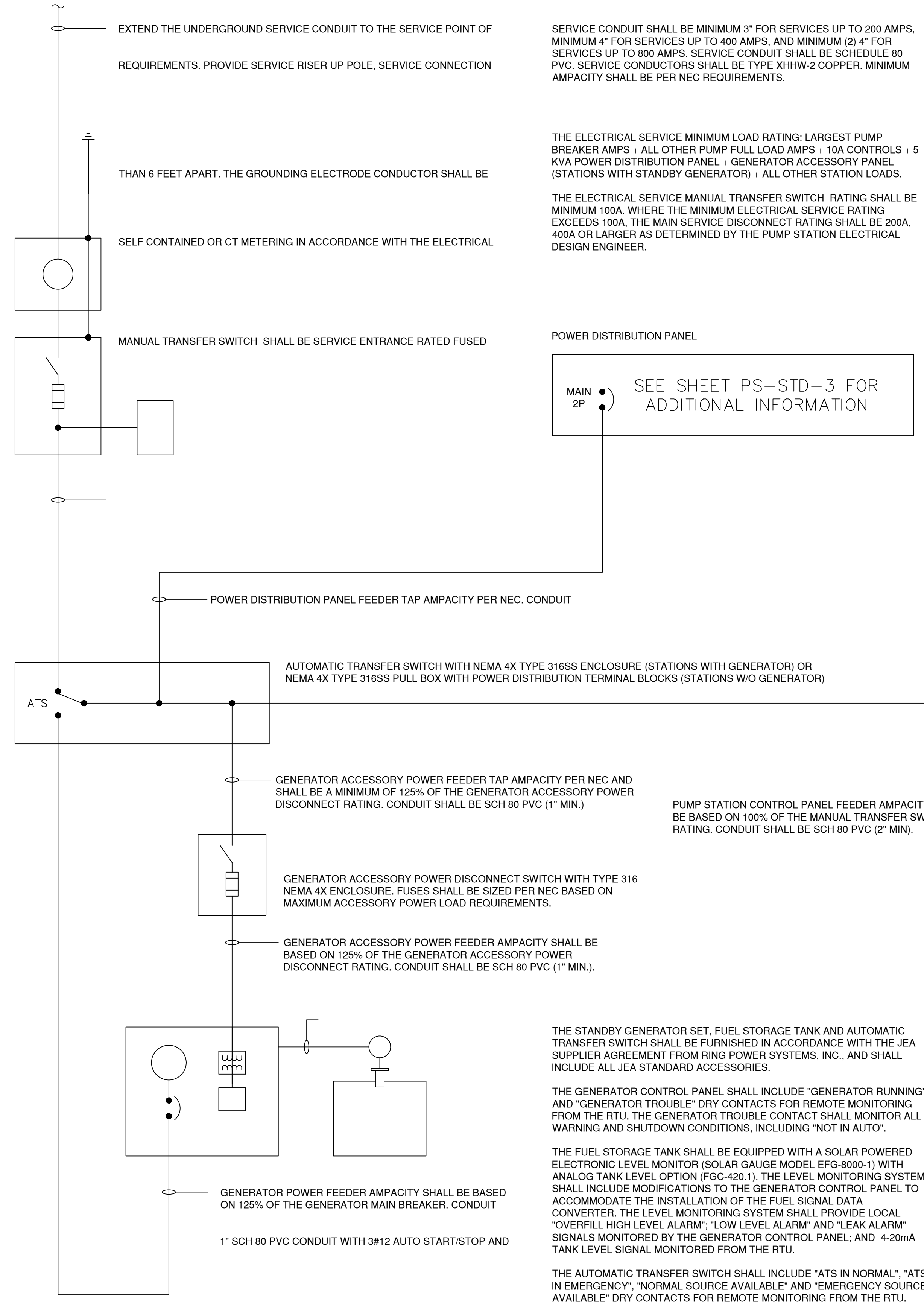
DESIGNER	FLORIDA REGISTRATION NO.
DRAWN BY	
CHECKED BY	
DATE	DATE



JEA STANDARD
PUMP STATION ELECTRIC DETAILS
GROUNDING DETAILS

NO. SHEETS	PROJ. NO.
SHEET NO.	DATE
DRAWING NO.	SCALE

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THE STANDBY GENERATOR SET, FUEL STORAGE TANK AND AUTOMATIC TRANSFER SWITCH SHALL BE FURNISHED IN ACCORDANCE WITH THE JEA SUPPLIER AGREEMENT FROM RING POWER SYSTEMS, INC., AND SHALL INCLUDE ALL JEA STANDARD ACCESSORIES.

THE GENERATOR CONTROL PANEL SHALL INCLUDE "GENERATOR RUNNING" AND "GENERATOR TROUBLE" DRY CONTACTS FOR REMOTE MONITORING FROM THE RTU. THE GENERATOR TROUBLE CONTACT SHALL MONITOR ALL WARNING AND SHUTDOWN CONDITIONS, INCLUDING "NOT IN AUTO".

THE FUEL STORAGE TANK SHALL BE EQUIPPED WITH A SOLAR POWERED ELECTRONIC LEVEL MONITOR (SOLAR GAUGE MODEL EFG-8000-1) WITH ANALOG TANK LEVEL OPTION (FGC-420-1). THE LEVEL MONITORING SYSTEM SHALL INCLUDE MODIFICATIONS TO THE GENERATOR CONTROL PANEL TO ACCOMMODATE THE INSTALLATION OF THE FUEL SIGNAL DATA CONVERTER. THE LEVEL MONITORING SYSTEM SHALL PROVIDE LOCAL "OVERFILL HIGH LEVEL ALARM", "LOW LEVEL ALARM" AND "LEAK ALARM" SIGNALS MONITORED BY THE GENERATOR CONTROL PANEL; AND 4-20mA TANK LEVEL SIGNAL MONITORED FROM THE RTU.

THE AUTOMATIC TRANSFER SWITCH SHALL INCLUDE "ATS IN NORMAL", "ATS IN EMERGENCY", "NORMAL SOURCE AVAILABLE" AND "EMERGENCY SOURCE AVAILABLE" DRY CONTACTS FOR REMOTE MONITORING FROM THE RTU.

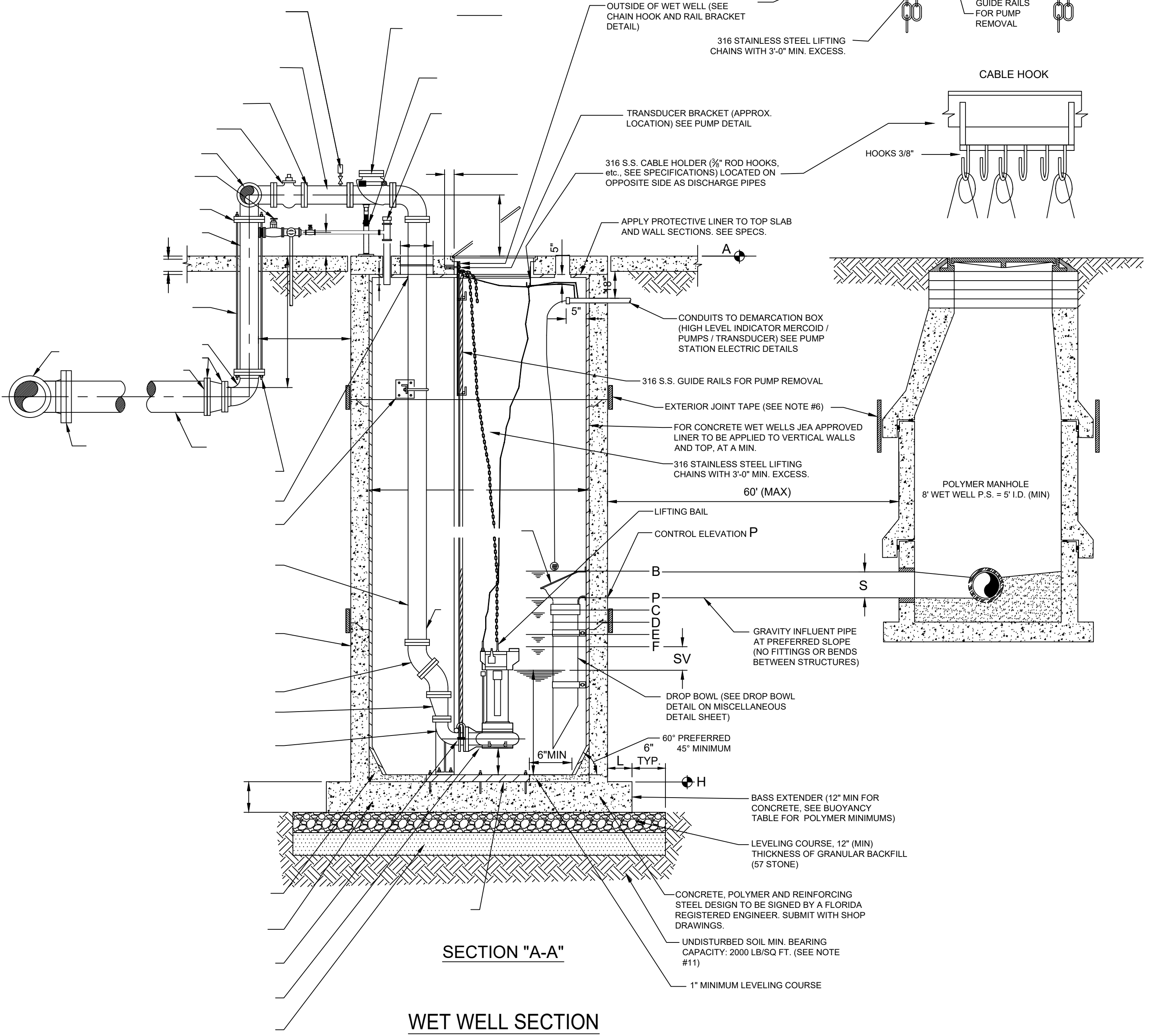
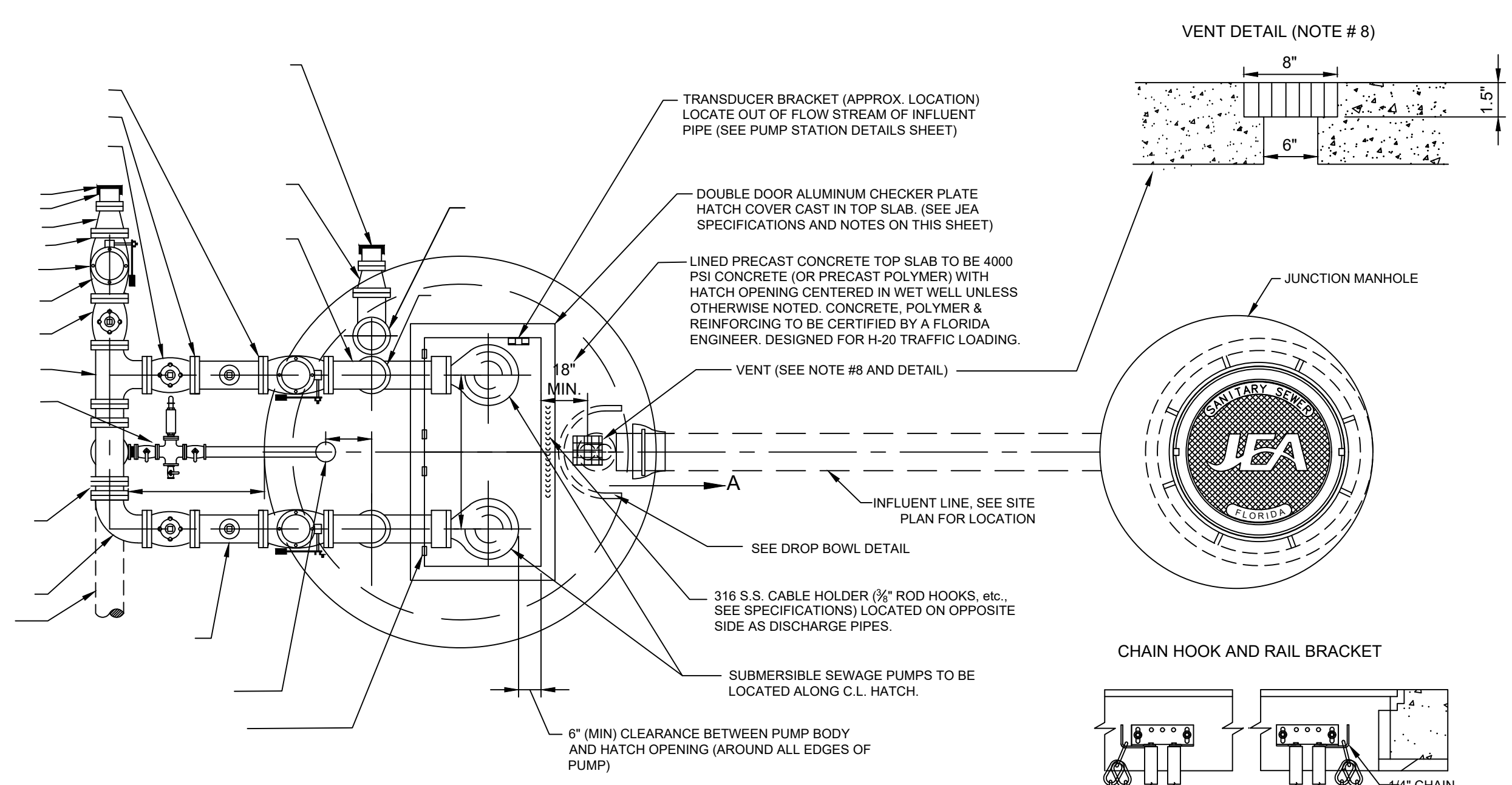
ELECTRIC SINGLE LINE DETAIL DIGRAM

STANDARD		NO.	BY	DATE	REVISIONS	
		4.				
		DESIGNER	DESIGN ENGINEER			
		FLORIDA REGISTRATION NO.				
		DESIGNER	DESIGNER			
		DATE	DATE			
		CHECKED BY:	CHECKED BY:			
		DATE	DATE			
		PROJ. NO.	PROJ. NO.			
		DATE	DATE			
		SHEET NO.	SHEET NO.			
		DRAWING NO.	DRAWING NO.			
		SCALE:	SCALE:			



JEA STANDARD
PUMP STATION ELECTRIC DETAILS
ELECTRIC SINGLE LINE DIAGRAM

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PUMP STATION INFORMATION																			
SCHEDULE OF ELEVATIONS																			
PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCROID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION	BOTTOM ELEVATION	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P - 0.5'	---	P - 1.0'	P - 1.5'	F - SV	G - 3'	---	---	---	---	---	---	---	---	---	---	---

ALL PUMPS				
PUMP MANUFACTURER	WILO/EMU	FLYGT	HYDRAMATIC	KSB
MODEL	---	---	---	---
IMPELLER	---	---	---	---
PUMP DISCHARGE	---	---	---	---
MOTOR (RPM)	---	---	---	---
HORSEPOWER (HP)	---	---	---	---
PHASE/VOLTAGES (NOTE #3)	---	---	---	---
AIC (SEE NOTE #4)	---	---	---	---
DESIGN POINT (GPM) @ TDH (FT)	---	---	---	---
RUNOUT POINT (GPM) @ TDH (FT)	---	---	---	---
EMERGENCY MAIN	---	---	---	---
NORMAL SERVICE MAIN	---	---	---	---
CB #1 TO PUMP NO. 1	---	---	---	---
CB #2 TO PUMP NO. 2	---	---	---	---
CONTROL PANEL MCB	---	---	---	---
STARTER (SIZE & TYPE)	---	---	---	---
ELECTRIC SERVICE (TYPE & SIZE)	---	---	---	---

POLYMER CONCRETE FLOATION COLLARS								
WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-15FT		DEPTH 16-20FT		DEPTH 21-30FT	
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)
8'-0"	3	35600	3	37600	2	46000	---	5200
10'-0"	5	57580	5	75000	5	78700	3	91100
12'-0"	8	82900	8	113200	8	134500	7	139000

DISCHARGE PIPE DATA (WITHIN WET WELL)				
PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION	MIN PUMPOUT SIZE	HATCH SIZE (MIN.)
(J)	(N)	(PS)	(PO)	
4"	10"	26"	4"	42"x48"
6"	12"	32"	6"	42"x60"
FREE STANDING PUMP OUT FOR PIPE SIZES GREATER THAN 6"				
8"	15"	36"	8"	---
10"	17"	44"	10"	---
12"	20"	48"	12"	---
14" & LARGER	---	---	14" & LARGER	---

CONCRETE WET WELL DIMENSIONS		
WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS		
WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

MCC PANEL	
<input type="checkbox"/>	FIXED SPEED PANEL: 240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	FIXED SPEED PANEL: 480 VOLT, 3 PHASE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	1P-3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

GENERATOR		
MANUFACTURER	MODEL	KW

MANUAL TRANSFER SWITCH	
<input type="checkbox"/>	JTD364SSMCQC 200 AMP
<input type="checkbox"/>	JTD365SSMCQC 400 AMP

- PUMP STATION INFORMATION NOTES:**
- "SV" = STORAGE VOLUME PER DESIGN ENGINEER AND SHALL BE DESIGNED FOR 12 MINUTE CYCLE TIME. MINIMUM STORAGE DEPTH SHALL BE 24".
 - IF PUMP MANUFACTURER REQUIRES A GREATER SEPARATION, THAT SEPARATION SHALL BE USED WITH THE ADDITION OF FLANGED FILLERS OR SPOOL PIECES. THE DIFFERENT SEPARATION MUST BE APPROVED BY JEA PRIOR TO CONSTRUCTION AND SHALL BE PROVIDED AT NO ADDITIONAL COST TO JEA.
 - ALL PUMP MOTORS SHALL BE 3 PHASE.
 - AMPERE INTERRUPTING CAPACITY (AIC); CONTACT THE ELECTRICAL UTILITY COMPANY FOR THIS DATA IF AVAILABLE.

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL. BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - DUCTILE IRON ALL FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC).
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 3/8" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AND OPEN END BOTTOM. SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A.S.T.M. C-478 STANDARD, ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - IF ODOR CONTROL WILL NOT BE INSTALLED UPON COMPLETION THEN CONDUITS AND PIPING SHALL BE STUBBED OUT FOR EACH. SEE STUB OUT DETAIL SHEET
 - FLOW METER SHALL BE ULTRASONIC OR MAG METER. ULTRASONIC FLOW METER REQUIRES A FLOW METER PANEL. MAG METER REQUIRES BY PASS PIPING. SEE ULTRASONIC/MAG METER DETAIL ON MISCELLANEOUS DETAILS SHEET.
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES/)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

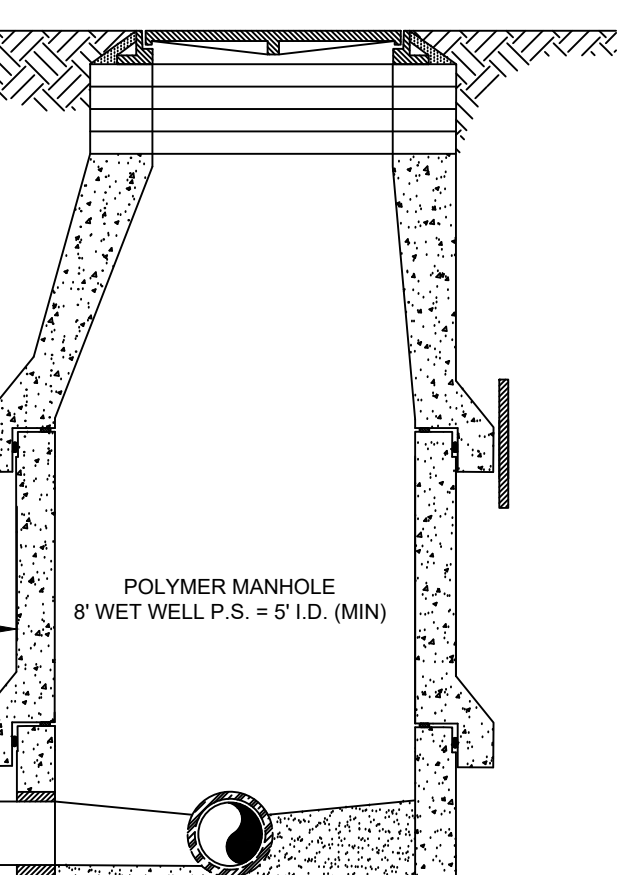
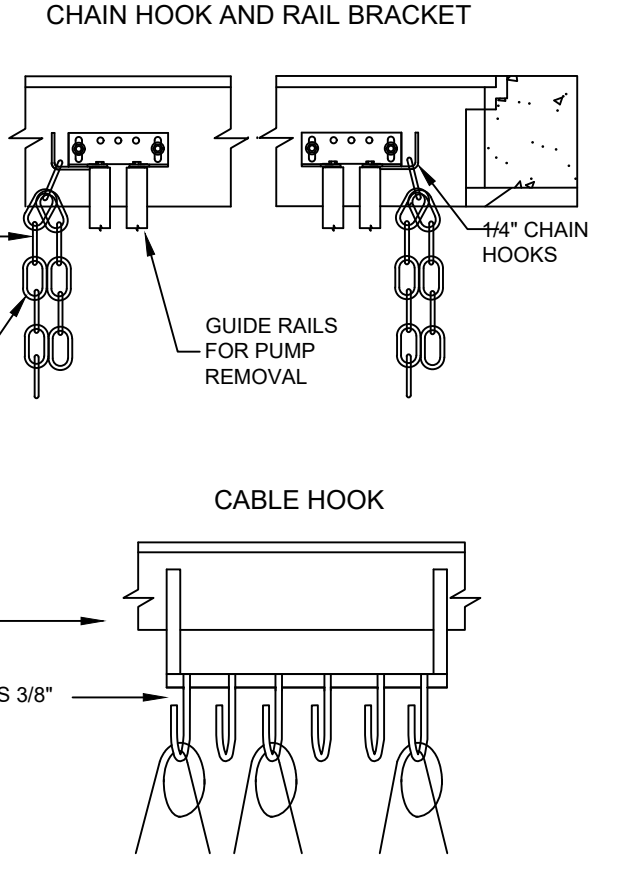
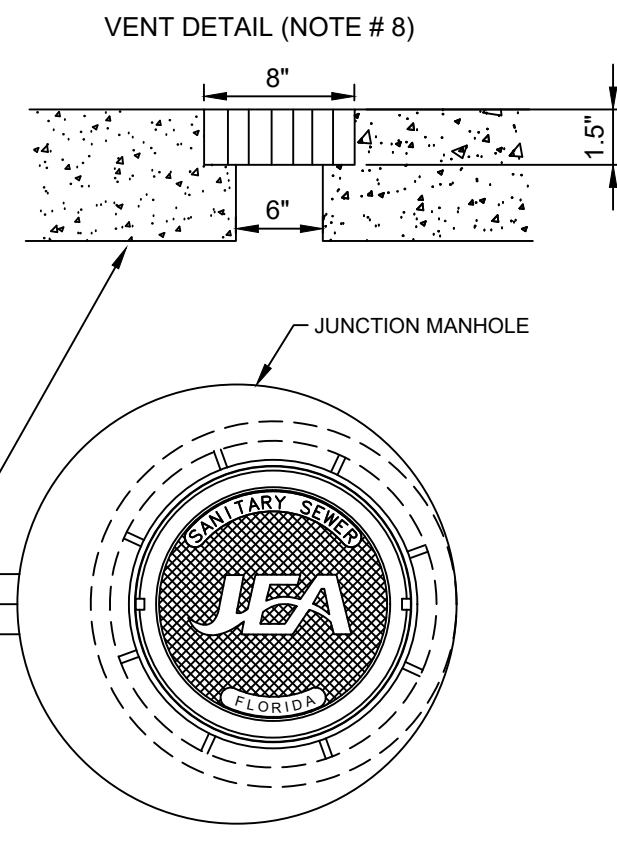
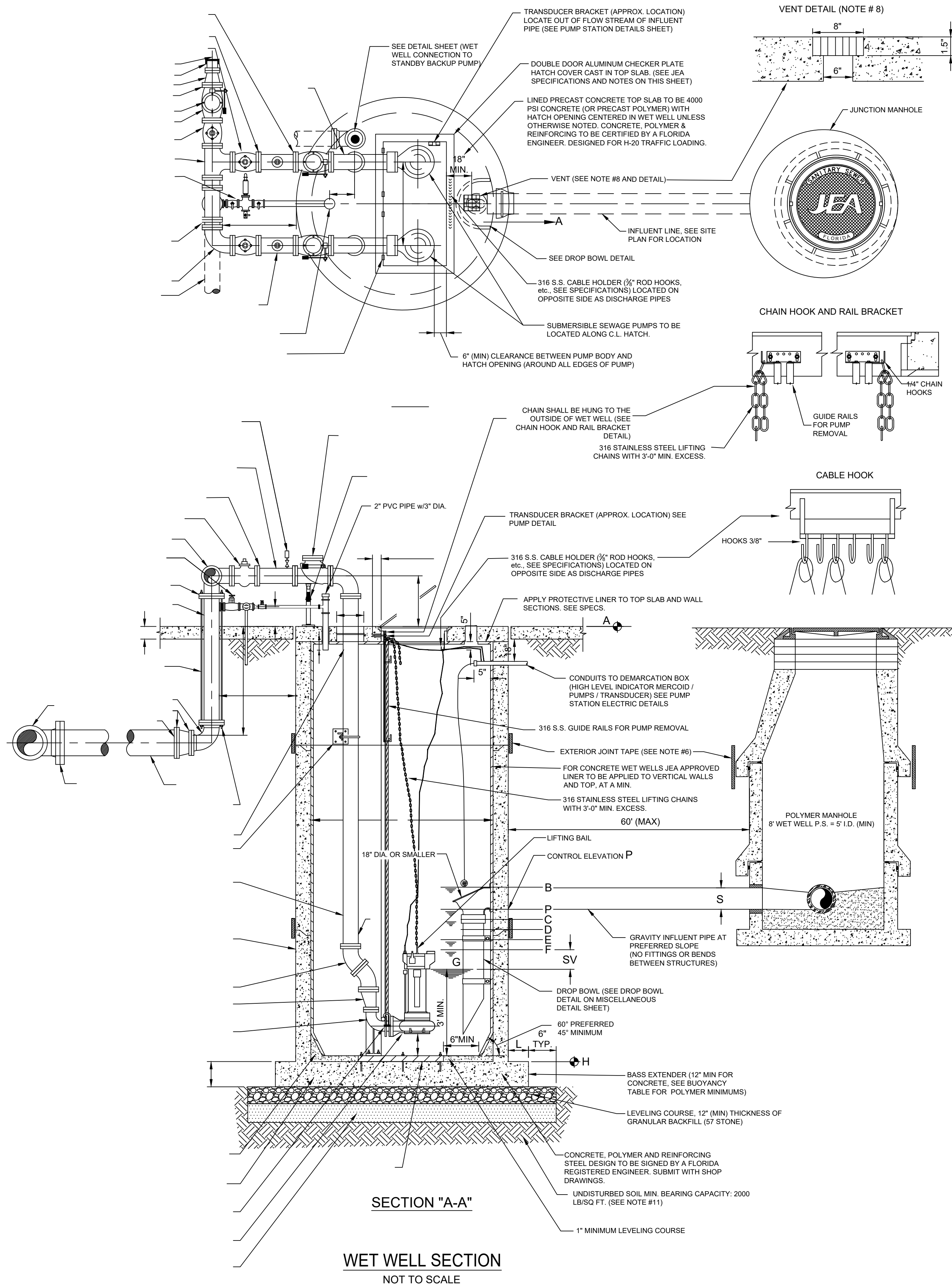
- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27" DEEP MAX.
 - MINIMUM FLOW RATE: 500 GPM EACH PUMP
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 50'x55'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'-0" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -66DB RSSI. IF THE HEIGHT OF THE MINIMUM -66DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "R" ELEVATION. THE "R" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).
 - FLOW METER: ULTRASONIC FLOW METER OR MAG METER CONFIGURATION SHALL BE DESIGNED BY ENGINEER.

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8' TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

SITE SPECIFIC

NO. SHEETS	SHEET NO.	DRAWING NO.	PROJ. NO.	DATE:	SCALE:	DESIGN ENGINEER	FLORIDA REGISTRATION NO.	CHECKED BY:	DATE:	REVISIONS
						JEA Building Community™				1. LLOYD HENRY 9/25/2018 2. 3. 4.

JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR AND 1000 GPM FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION



PUMP STATION INFORMATION SCHEDULE OF ELEVATIONS

PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION	BOTTOM ELEVATION	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P - 0.5'	---	P - 1.0'	P - 1.5'	F - SV	G - 3'	---	---	---	---	---	---	---	---	---	---	---

ALL PUMPS

PUMP MANUFACTURER	WILO/EMU	FLYGT	HYDRAMATIC	KSB
MODEL	---	---	---	---
IMPELLER	---	---	---	---
PUMP DISCHARGE	---	---	---	---
MOTOR (RPM)	---	---	---	---
HORSEPOWER (HP)	---	---	---	---
PHASE/VOLT/AMPS (NOTE #3)	---	---	---	---
AIC (SEE NOTE #4)	---	---	---	---
DESIGN POINT (GPM) @ TDH (FT)	---	---	---	---
RUNOUT POINT (GPM) @ TDH (FT)	---	---	---	---
EMERGENCY MAIN	---	---	---	---
NORMAL SERVICE MAIN	---	---	---	---
CB #1 TO PUMP NO. 1	---	---	---	---
CB #2 TO PUMP NO. 2	---	---	---	---
CONTROL PANEL MCB	---	---	---	---
STARTER (SIZE & TYPE)	---	---	---	---
ELECTRIC SERVICE (TYPE & SIZE)	---	---	---	---

POLYMER CONCRETE FLOATATION COLLARS

WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-19FT		DEPTH 18-20FT		DEPTH 21-30FT	
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)
8'-0"	3	35600	3	37600	2	46000	---	5200
10'-0"	5	57580	5	75000	5	78700	3	91100
12'-0"	8	82900	8	113200	8	134500	7	139000

DISCHARGE PIPE DATA (WITHIN WET WELL)

PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION	MIN PUMP/OUT SIZE	HATCH SIZE (MIN.)
(J)	(N)	(PS)	(PO)	
4"	10"	28"	4"	42"x48"
6"	12"	32"	6"	42"x60"
FREE STANDING PUMP OUT FOR PIPE SIZES GREATER THAN 6"				
8"	15"	36"	8"	---
10"	17"	44"	10"	---
12"	20"	48"	12"	---
14" & LARGER	---	---	14" & LARGER	---

CONCRETE WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

MCC PANEL

THE COMBINED MOTOR CONTROL AND RTV PANEL SHALL BE AS NOTED BELOW. CONTRACTOR SHALL SUBMIT APPLICABLE SHOP DRAWING PACKAGE SEE JEA.COM FOR DETAILS.

FIXED SPEED PANEL: 240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

FIXED SPEED PANEL: 480 VOLT, 3 PHASE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

1P-3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

MANUAL TRANSFER SWITCH

<input type="checkbox"/> JTD048SMCOC	300 AMP
<input type="checkbox"/> JTD068SMCOC	400 AMP

STANDBY BACKUP PUMP

MANUFACTURER	NPSHR
MODEL	ENGINE H.P.
FLOW GPM @ TDH	SUCTION PIPE SIZE
RPM	DISCHARGE PIPE SIZE

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - DUCTILE IRON ALL FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC).
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 1/2" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AND OPEN END BOTTOM). SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A S.T.M. C-478 STANDARD. ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - IF ODOR CONTROL WILL NOT BE INSTALLED UPON COMPLETION THEN CONDUITS AND PIPING SHALL BE STUBBED OUT FOR EACH. SEE STUB OUT DETAIL SHEET
 - FLOW METER SHALL BE ULTRASONIC OR MAG METER. ULTRASONIC FLOW METER REQUIRES A FLOW METER PANEL. MAG METER REQUIRES BY PASS PIPING. SEE ULTRASONIC/MAG METER DETAIL ON MISCELLANEOUS DETAILS SHEET.
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27' DEEP MAX.
 - MINIMUM FLOW RATE: 500 GPM EACH PUMP
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 50'x55'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'-0" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -86DB RSSI. IF THE HEIGHT OF THE MINIMUM -86DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "P" ELEVATION. THE "P" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).
 - FLOW METER: ULTRASONIC FLOW METER OR MAG METER CONFIGURATION SHALL BE DESIGNED BY ENGINEER.

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8" TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

SITE SPECIFIC

NO. SHEETS	PROJ. NO.	DESIGNER	DATE	REVISIONS
SHEET NO.	DATE:	BY:	DATE:	4.
DRAWING NO.	SCALE:	CHECKED BY:	DATE:	3.
		DESIGN ENGINEER	DATE:	2.
		FLORIDA REGISTRATION NO.	DATE:	1.
		MANUAL TRANSFER SWITCH TABLE	DATE:	

JEA STANDARD CLASS TWO PUMP STATION WITH STANDBY BACKUP PUMP FOR PEAK FLOWS BETWEEN 441 TO 1000 GPM PLAN AND SECTION BY EXCEPTION ONLY



The District - Phase 3
CRA PROJECT RFP
BID TABULATION SUMMARY

Description

B. CRA Project Improvements

1. Public Roadway (Prudential Drive Extension - West of Roundabout)	\$0
2. Riverwalk Extension	\$1,903,000
3. Boardwalk	\$1,960,000
4. Overland Trail	\$0
5. Parks	\$7,850,000
6. Public Roadways (Broadcast Place - includes roundabout)	\$0
7. Public Roadways (Riverside Drive)	\$0

PHASE 3 CRA PROJECT IMPROVEMENTS TOTAL **\$11,713,000**

Name of Proposer: _____

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The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Maintenance of Traffic	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Curb Demolition	_____	LF	_____	\$0
Removal of Existing Pavement / Sidewalk	_____	SY	_____	\$0
Import Fill Material	_____	CY	_____	\$0
Grading and Dressing	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway and Paving				
City Standard Curb	_____	LF	_____	\$0
Header Curb	_____	LF	_____	\$0
12" Stabilized Subgrade	_____	SY	_____	\$0
6" Roadway Base	_____	SY	_____	\$0
8" Roadway Base	_____	SY	_____	\$0
Concrete Sidewalk	_____	SY	_____	\$0
ADA Ramps	_____	EA	_____	\$0
Prime	_____	SY	_____	\$0
Asphalt 1.25"	_____	SY	_____	\$0
Asphalt 1.50"	_____	SY	_____	\$0
Street Light	_____	EA	_____	\$0
Relocate Existing Utilities Boxes/Controllers	_____	LS	_____	\$0
Single Post Sign, F&I Ground Mount, up to 12 SF	_____	AS	_____	\$0
Thermoplastic, Standard, White, Arrow	_____	EA	_____	\$0
Thermoplastic, Standard, White, Text	_____	EA	_____	\$0
Thermoplastic, Standard, White, Solid, 12"	_____	LF	_____	\$0
Thermoplastic, Standard, White, Solid, 24"	_____	LF	_____	\$0
Thermoplastic, Standard, Yellow, Solid, 6"	_____	GM	_____	\$0
Parking Lot Restriping	_____	LS	_____	\$0
Roadway Subtotal				\$0

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
E. Storm Drainage				
18" HP	_____	LF	_____	\$0
Standard Curb Inlet	_____	EA	_____	\$0
Type "J-1" Manhole	_____	EA	_____	\$0
Type "J-1-A" Manhole	_____	EA	_____	\$0
Debris Screen	_____	EA	_____	\$0
Stockpiling & Replacement of Soil Below Cap	_____	CY	_____	\$0
Dewatering	_____	LS	_____	\$0
Storm Drainage Subtotal				\$0
F. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
G. Hardscape				
Pedestrian Pavers		EA		\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0
Monolithic Cube	_____	EA	_____	\$0
Wayfinding Signage	_____	EA	_____	\$0
Directional Signage	_____	EA	_____	\$0
Power Receptacle GFI	_____	EA	_____	\$0
Landscape Uplight	_____	EA	_____	\$0
Overland Trail Pedestrian Light Pole	_____	EA	_____	\$0
Pedestrian Light Pole	_____	EA	_____	\$0
Hardscape Subtotal				\$0

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
H. Landscaping				
<u>Trees</u>				
East Palatka Holly (Ilex x attenuata 'East Palatka')	_____	EA	_____	\$0
Shumard Oak (Quercus shumardii)	_____	EA	_____	\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')	_____	EA	_____	\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	_____	EA	_____	\$0
Bosque Elm (Ulmus parvifolia 'Bosque')	_____	EA	_____	\$0
<u>Palm Trees</u>				
Sylvester Palm (Phoenix sylvestris)	_____	EA	_____	\$0
Cabbage Palm (Sabal palmetto)	_____	EA	_____	\$0
<u>Understory Trees</u>				
Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	_____	EA	_____	\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')	_____	EA	_____	\$0
<u>Shrubs</u>				
Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	_____	EA	_____	\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')	_____	EA	_____	\$0
<u>Ground Cover</u>				
Elaine Agapanthus (Agapanthus X 'Elaine')	_____	EA	_____	\$0
Cast Iron Plant (Aspidistra elatior)	_____	EA	_____	\$0
Dwarf Bottlebrush (Callistemon viminalis 'Little John')	_____	EA	_____	\$0
Variegated Flax Lily (Dianella tasmanica 'Variegata')	_____	EA	_____	\$0
Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	_____	EA	_____	\$0
Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	_____	EA	_____	\$0
Texas Sage (Leucophyllum frutescens)	_____	EA	_____	\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum 'Purple Pixie')	_____	EA	_____	\$0
Firepower Heavenly Bamboo (Nandina domestica 'Firepower')	_____	EA	_____	\$0
HamelN Fountain Grass (Pennisetum alopecuroides 'HamelN')	_____	EA	_____	\$0
White Drift Groundcover Rose (Rosa x 'Meizorland' TM)	_____	EA	_____	\$0
Knock Out Shrub Rose (Rosa x 'Radrizz' TM)	_____	EA	_____	\$0
Asian Jasmine (Trachelospermum asiaticum)	_____	EA	_____	\$0
Society Garlic (Tulbaghia violacea)	_____	EA	_____	\$0
Walter's Viburnum (Viburnum obovatum 'Grande Select')	_____	EA	_____	\$0
Mrs. Schillers Delight Walter's Viburnum (Viburnum obovatum 'Mrs. Schillers Delight')	_____	EA	_____	\$0
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)	_____	EA	_____	\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum 'Floritam')	_____	SY	_____	\$0

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
<i>Additional</i>				
Raised Planters	_____	SY	_____	\$0
Mulch 3"	_____	CY	_____	\$0
Landscape Bed Prep (includes 6" of topsoil)	_____	CY	_____	\$0
Landscaping Subtotal				\$0
TOTAL CRA PRUDENTIAL DRIVE EXTENSION - WEST OF ROUNDABOUT				\$0

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The District - Phase 3
CRA RIVERWALK EXTENSION
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. Riverwalk				
All Proposers shall include a \$1,803,000 allowance for the Riverwalk horizontal construction	1	LS	\$1,803,000	\$1,803,000
Riverwalk Subtotal				\$1,803,000
B. Riverwalk Signage				
All Proposers shall include a \$100,000 allowance for Riverwalk Signage	1	LS	\$100,000	\$100,000
Riverwalk Signage Subtotal				\$100,000
TOTAL - CRA RIVERWALK EXTENSION				\$1,903,000

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The District - Phase 3
CRA BOARDWALK
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. Boardwalk				
All Proposers shall include a \$1,810,000 allowance for the Marshfront Boardwalk	1	LS	\$1,810,000.00	\$1,810,000
Boardwalk Subtotal				\$1,810,000
B. Site Furnishings and Landscape				
All Proposers shall include a \$150,000 allowance for Site Furnishings and Landscape associated with the Marshfront Boardwalk	1	LS	\$150,000.00	\$150,000
Site Furnishings and Landscape Subtotal				\$150,000
TOTAL - CRA BOARDWALK				\$1,960,000

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The District - Phase 3
 CRA OVERLAND TRAIL
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Environmental Conditions	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Import Fill Material	_____	CY	_____	\$0
Grading and Dressing	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway				
12" Stabilized Subgrade	_____	SY	_____	\$0
4" Roadway Base	_____	SY	_____	\$0
Asphalt 1.50"	_____	SY	_____	\$0
Roadway Subtotal				\$0
E. Sanitary Sewer				
Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.				
F. Hardscape				
Pedestrian Pavers	_____	EA	_____	\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0

The District - Phase 3
 CRA OVERLAND TRAIL
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
Monolithic Cube		EA		\$0
Wayfinding Signage		EA		\$0
Directional Signage		EA		\$0
Power Receptacle GFI		EA		\$0
Landscape Uplight		EA		\$0
Overland Trail Pedestrian Light Pole		EA		\$0
Pedestrian Light Pole		EA		\$0
Hardscape Subtotal				\$0

G. Landscape

Trees

East Palatka Holly (Ilex x attenuata 'East Palatka')		EA		\$0
Shumard Oak (Quercus shumardii)		EA		\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')		EA		\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')		EA		\$0
Bosque Elm (Ulmus parvifolia 'Bosque')		EA		\$0

Palm Trees

Sylvester Palm (Phoenix sylvestris)		EA		\$0
Cabbage Palm (Sabal palmetto)		EA		\$0

Understory Trees

Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')		EA		\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')		EA		\$0

Shrubs

Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')		EA		\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')		EA		\$0

Ground Cover

Elaine Agapanthus (Agapanthus X 'Elaine')		EA		\$0
Cast Iron Plant (Aspidistra elatior)		EA		\$0
Dwarf Bottlebrush (Callistemon viminalis `Little John`)		EA		\$0
Variiegated Flax Lily (Dianella tasmanica `Variiegata`)		EA		\$0
Blue Daze Morning Glory (Evolvulus glomeratus `Blue Daze`)		EA		\$0
Blue Pacific Juniper (Juniperus conferta `Blue Pacific`)		EA		\$0
Texas Sage (Leucophyllum frutescens)		EA		\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum `Purple Pixie`)		EA		\$0
Firepower Heavenly Bamboo (Nandina domestica `Firepower`)		EA		\$0
Hameln Fountain Grass (Pennisetum alopecuroides `Hameln`)		EA		\$0
White Drift Groundcover Rose (Rosa x `Meizorland` TM)		EA		\$0
Knock Out Shrub Rose (Rosa x `Radrazz` TM)		EA		\$0
Asian Jasmine (Trachelospermum asiaticum)		EA		\$0
Society Garlic (Tulbaghia violacea)		EA		\$0
Walter`s Viburnum (Viburnum obovatum `Grande Select`)		EA		\$0
Mrs. Schillers Delight Walter`s Viburnum (Viburnum obovatum `Mrs. Schillers Delight`)		EA		\$0

The District - Phase 3
CRA OVERLAND TRAIL
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)		EA		\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum `Floritam`)		SY		\$0
<u>Additional</u>				
Raised Planters		SY		\$0
Mulch 3"		CY		\$0
Landscape Bed Prep (includes 6" of topsoil)		CY		\$0
Landscape Subtotal				\$0
H. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
Description	Quantity	Units	Unit Cost	Contract Amount
TOTAL - CRA OVERLAND TRAIL				\$0

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The District - Phase 3
CRA PARKS
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. Parks - Horizontal Improvements				
All Proposers shall include a \$3,00,000 allowance for the Horizontal Improvements associated with the four parks (Northeast Riverfront, Central Riverfront, Northwest Riverfront, and Marshfront parks)	1	LS	\$3,000,000.00	\$3,000,000
Parks - Horizontal Improvements Subtotal				\$3,000,000
B. Restroom Facility				
All Proposers shall include a \$1,000,000 allowance for the Restroom Facility planned to be located in the Central Riverfront park)	1	LS	\$1,000,000.00	\$1,000,000
Restroom Facility Subtotal				\$1,000,000
C. Maintenance Building				
All Proposers shall include a \$250,000 allowance for the Restroom and Maintenance Facility planned to be located in the Central Riverfront park)	1	LS	\$250,000.00	\$250,000
Maintenance Building Subtotal				\$250,000
D. Playground and Exercise Equipment				
All Proposers shall include a \$1,000,000 allowance for playground and exercise equipment to be furnished and installed within the parks	1	LS	\$1,000,000.00	\$1,000,000
Playground and Exercise Equipment Subtotal				\$1,000,000
E. Interactive Kiosks				
All Proposers shall include a \$500,000 allowance to furnish and install up to eight interactive kiosks within the parks	1	LS	\$500,000.00	\$500,000
Interactive Kiosks Subtotal				\$500,000
F. Central Riverfront Park Art				
All Proposers shall include a \$2,000,000 allowance for THEVERYMANY to design, fabricate and install the signature public art piece in the Central Riverfront park	1	LS	\$2,000,000.00	\$2,000,000
Central Riverfront Park Art				\$2,000,000
G. Park Signage				
All Proposers shall include a \$100,000 allowance for Park Signage	1	LS	\$100,000.00	\$100,000
Potable Water Distribution System Subtotal				\$100,000
TOTAL - CRA PARKS				\$7,850,000

The District - Phase 3
CRA PARKS
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
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Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Maintenance of Traffic	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	_____	CY	_____	\$0
Import Fill Material	_____	CY	_____	\$0
Dewatering	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway				
6" Raised Header Curb	_____	LF	_____	\$0
18" Curb and Gutter	_____	LF	_____	\$0
24" Valley Gutter	_____	LF	_____	\$0
12" Stabilized Subgrade	_____	SY	_____	\$0
8" Roadway Base	_____	SY	_____	\$0
ADA Ramps	_____	EA	_____	\$0
Prime	_____	SY	_____	\$0
Asphalt 2"	_____	SY	_____	\$0
Single Post Sign, F&I Ground Mount, up to 12 SF	_____	AS	_____	\$0
Standard, White, Solid, 6"	_____	GM	_____	\$0
Standard, 12" White, 2'-2' dotted	_____	GM	_____	\$0
Standard, 18" White, 2'-2' dotted	_____	LF	_____	\$0
Standard, White, Solid, 12"	_____	LF	_____	\$0
Standard, White, Solid, 24"	_____	LF	_____	\$0
Standard, White, Arrow	_____	EA	_____	\$0
Standard, White, Arrow (Bike)	_____	EA	_____	\$0
Standard, Yellow Chevron, 18"	_____	LF	_____	\$0
Standard, Yellow, Solid, 6"	_____	GM	_____	\$0
Delineator	_____	EA	_____	\$0
18" x 27" White Triangle Yield Line	_____	EA	_____	\$0
Multi-Use Path, Yellow, Skip	_____	LF	_____	\$0
Multi-Use Path, White Triangle, Yield Line	_____	EA	_____	\$0
Roadway Subtotal				\$0

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
E. Sanitary Sewer				
Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.				
F. Storm Drainage				
15" HP Pipe	_____	LF	_____	\$0
18" HP Pipe	_____	LF	_____	\$0
24" HP Pipe	_____	LF	_____	\$0
36" HP Pipe	_____	LF	_____	\$0
48" HP Pipe	_____	LF	_____	\$0
Valley Gutter Type "V" Inlet	_____	EA	_____	\$0
Type "J-1" Manhole	_____	EA	_____	\$0
Type "J-1-C" Manhole	_____	EA	_____	\$0
Type "C" Inlet	_____	EA	_____	\$0
Standard Curb Inlet	_____	EA	_____	\$0
Storm Stub Out	_____	EA	_____	\$0
Storm Drainage Subtotal				\$0
G. Potable Water Distribution System				
Assume that Potable Water Distribution Items for CRA Improvements are considered in the CDD Potable Water Category.				
H. Hardscape				
Pedestrian Pavers	_____	EA	_____	\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0
Monolithic Cube	_____	EA	_____	\$0
Wayfinding Signage	_____	EA	_____	\$0
Directional Signage	_____	EA	_____	\$0
Power Receptacle GFI	_____	EA	_____	\$0
Landscape Uplight	_____	EA	_____	\$0
Overland Trail Pedestrian Light Pole	_____	EA	_____	\$0
Pedestrian Light Pole	_____	EA	_____	\$0
Hardscape Subtotal				\$0

The District - Phase 3
CRA BROADCAST PLACE -
INCLUDING ROUNDABOUT
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
I. Landscape				
<u>Trees</u>				
East Palatka Holly (Ilex x attenuata 'East Palatka')	_____	EA	_____	\$0
Shumard Oak (Quercus shumardii)	_____	EA	_____	\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')	_____	EA	_____	\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	_____	EA	_____	\$0
Bosque Elm (Ulmus parvifolia 'Bosque')	_____	EA	_____	\$0
<u>Palm Trees</u>				
Sylvester Palm (Phoenix sylvestris)	_____	EA	_____	\$0
Cabbage Palm (Sabal palmetto)	_____	EA	_____	\$0
<u>Understory Trees</u>				
Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	_____	EA	_____	\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')	_____	EA	_____	\$0
<u>Shrubs</u>				
Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	_____	EA	_____	\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')	_____	EA	_____	\$0
<u>Ground Cover</u>				
Elaine Agapanthus (Agapanthus X 'Elaine')	_____	EA	_____	\$0
Cast Iron Plant (Aspidistra elatior)	_____	EA	_____	\$0
Dwarf Bottlebrush (Callistemon viminalis `Little John`)	_____	EA	_____	\$0
Variiegated Flax Lily (Dianella tasmanica `Variiegata`)	_____	EA	_____	\$0
Blue Daze Morning Glory (Evolvulus glomeratus `Blue Daze`)	_____	EA	_____	\$0
Blue Pacific Juniper (Juniperus conferta `Blue Pacific`)	_____	EA	_____	\$0
Texas Sage (Leucophyllum frutescens)	_____	EA	_____	\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum `Purple Pixie`)	_____	EA	_____	\$0
Firepower Heavenly Bamboo (Nandina domestica `Firepower`)	_____	EA	_____	\$0
Hameln Fountain Grass (Pennisetum alopecuroides `Hameln`)	_____	EA	_____	\$0
White Drift Groundcover Rose (Rosa x `Meizorland` TM)	_____	EA	_____	\$0
Knock Out Shrub Rose (Rosa x `Radrazz` TM)	_____	EA	_____	\$0
Asian Jasmine (Trachelospermum asiaticum)	_____	EA	_____	\$0
Society Garlic (Tulbaghia violacea)	_____	EA	_____	\$0
Walter`s Viburnum (Viburnum obovatum `Grande Select`)	_____	EA	_____	\$0
Mrs. Schillers Delight Walter`s Viburnum (Viburnum obovatum `Mrs. Schillers Delight`)	_____	EA	_____	\$0
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)	_____	EA	_____	\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum `Floritam`)	_____	SY	_____	\$0
<u>Additional</u>				
Raised Planters	_____	SY	_____	\$0
Mulch 3"	_____	CY	_____	\$0
Landscape Bed Prep (includes 6" of topsoil)	_____	CY	_____	\$0
Landscape Subtotal				\$0

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
J. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
TOTAL - CRA BROADCAST PLACE - INCLUDING ROUNDABOUT				\$0

Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

The District - Phase 3
 CRA RIVERSIDE DRIVE
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	_____	LS	_____	\$0
Payment and Performance Bond	_____	LS	_____	\$0
Survey	_____	LS	_____	\$0
Maintenance of Traffic	_____	LS	_____	\$0
As-builts	_____	LS	_____	\$0
General Conditions Subtotal				\$0
B. Soil Erosion Control				
SWPPP Weekly Inspection and Maintenance	_____	LS	_____	\$0
Silt Fence	_____	LF	_____	\$0
Inlet Protection	_____	EA	_____	\$0
Soil Erosion Control Subtotal				\$0
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	_____	CY	_____	\$0
Import Fill Material	_____	CY	_____	\$0
Dewatering	_____	LS	_____	\$0
Earthwork Subtotal				\$0
D. Roadway				
6" Raised Header Curb	_____	LF	_____	\$0
18" Curb and Gutter	_____	LF	_____	\$0
24" Valley Gutter	_____	LF	_____	\$0
12" Stabilized Subgrade	_____	SY	_____	\$0
8" Roadway Base	_____	SY	_____	\$0
ADA Ramps	_____	EA	_____	\$0
Prime	_____	SY	_____	\$0
Asphalt 2"	_____	SY	_____	\$0
Single Post Sign, F&I Ground Mount, up to 12 SF	_____	AS	_____	\$0
Standard, White, Solid, 6"	_____	GM	_____	\$0
Standard, White, Solid, 12"	_____	LF	_____	\$0
Standard, White, Solid, 24"	_____	LF	_____	\$0
Standard, White, Arrow	_____	EA	_____	\$0
Standard, Yellow, Solid, 6"	_____	GM	_____	\$0
Standard, Blue, Symbol	_____	LF	_____	\$0
Standard, Blue, Solid, 6"	_____	LF	_____	\$0
Multi-Use Path, Yellow, Skip	_____	LF	_____	\$0
Roadway Subtotal				\$0

E. Sanitary Sewer

Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.

The District - Phase 3
 CRA RIVERSIDE DRIVE
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
F. Storm Drainage				
15" HP Pipe	_____	LF	_____	\$0
18" HP Pipe	_____	LF	_____	\$0
36" HP Pipe	_____	LF	_____	\$0
Valley Gutter Type "V" Inlet	_____	EA	_____	\$0
Type "J-1" Manhole	_____	EA	_____	\$0
Type "J-1-C" Manhole	_____	EA	_____	\$0
Type "C" Inlet	_____	EA	_____	\$0
Standard Curb Inlet	_____	EA	_____	\$0
Storm Drainage Subtotal				\$0

G. Potable Water Distribution System

Assume that Potable Water Distribution Items for CRA Improvements are considered in the CDD Potable Water Category.

H. Hardscape

Pedestrian Pavers	_____	EA	_____	\$0
Concrete Sidewalk - Type 1	_____	SY	_____	\$0
Concrete Sidewalk - Type 2 Bands	_____	SY	_____	\$0
Bike Lane - (One Way)	_____	SY	_____	\$0
Bike Lane - (Two Way)	_____	SY	_____	\$0
ADA Pavers	_____	EA	_____	\$0
Specialty Pavers	_____	EA	_____	\$0
Asphalt Multi-Use Path	_____	SY	_____	\$0
Vehicular Concrete Sidewalk	_____	SY	_____	\$0
Vehicular Pavers	_____	EA	_____	\$0
Streetscape Bench	_____	EA	_____	\$0
Trash Receptacle	_____	EA	_____	\$0
Bike Rack	_____	EA	_____	\$0
Bollard	_____	EA	_____	\$0
Monolithic Bench	_____	EA	_____	\$0
Monolithic Cube	_____	EA	_____	\$0
Wayfinding Signage	_____	EA	_____	\$0
Directional Signage	_____	EA	_____	\$0
Power Receptacle GFI	_____	EA	_____	\$0
Landscape Uplight	_____	EA	_____	\$0
Overland Trail Pedestrian Light Pole	_____	EA	_____	\$0
Pedestrian Light Pole	_____	EA	_____	\$0
Hardscape Subtotal				\$0

The District - Phase 3
 CRA RIVERSIDE DRIVE
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
I. Landscape				
<u>Trees</u>				
East Palatka Holly (Ilex x attenuata 'East Palatka')		EA		\$0
Shumard Oak (Quercus shumardii)		EA		\$0
Cathedral Live Oak (Quercus virginiana 'Cathedral')		EA		\$0
Sky Climber Live Oak (Quercus virginiana 'Sky Climber')		EA		\$0
Bosque Elm (Ulmus parvifolia 'Bosque')		EA		\$0
<u>Palm Trees</u>				
Sylvester Palm (Phoenix sylvestris)		EA		\$0
Cabbage Palm (Sabal palmetto)		EA		\$0
<u>Understory Trees</u>				
Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')		EA		\$0
Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')		EA		\$0
<u>Shrubs</u>				
Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')		EA		\$0
Chindo Viburnum (Viburnum awabuki 'Chindo')		EA		\$0
<u>Ground Cover</u>				
Elaine Agapanthus (Agapanthus X 'Elaine')		EA		\$0
Cast Iron Plant (Aspidistra elatior)		EA		\$0
Dwarf Bottlebrush (Callistemon viminalis 'Little John')		EA		\$0
Variiegated Flax Lily (Dianella tasmanica 'Variiegata')		EA		\$0
Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')		EA		\$0
Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')		EA		\$0
Texas Sage (Leucophyllum frutescens)		EA		\$0
Purple Pixie Fringe Flower (Loropetalum chinense rubrum 'Purple Pixie')		EA		\$0
Firepower Heavenly Bamboo (Nandina domestica 'Firepower')		EA		\$0
Hameln Fountain Grass (Pennisetum alopecuroides 'Hameln')		EA		\$0
White Drift Groundcover Rose (Rosa x 'Meizorland' TM)		EA		\$0
Knock Out Shrub Rose (Rosa x 'Radrazz' TM)		EA		\$0
Asian Jasmine (Trachelospermum asiaticum)		EA		\$0
Society Garlic (Tulbaghia violacea)		EA		\$0
Walter's Viburnum (Viburnum obovatum 'Grande Select')		EA		\$0
Mrs. Schillers Delight Walter's Viburnum (Viburnum obovatum 'Mrs. Schillers Delight')		EA		\$0
<u>Grasses</u>				
Muhly Grass (Muhlenbergia capillaris)		EA		\$0
<u>Turf</u>				
Floritam St. Augustine (Stenotaphrum secundatum 'Floritam')		SY		\$0
<u>Additional</u>				
Raised Planters		SY		\$0
Mulch 3"		CY		\$0
Landscape Bed Prep (includes 6" of topsoil)		CY		\$0
Landscape Subtotal				\$0

The District - Phase 3
CRA RIVERSIDE DRIVE
BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
J. Irrigation				
Irrigation System		LS		\$0
Irrigation Subtotal				\$0
TOTAL - CRA RIVERSIDE				\$0

Please note: This bid tabulation summary worksheet is being provided to assist in the preparation of bids and as an illustrative example of the form of bid tabulation required. The District and/or its designees do not warrant or represent that the summary of items listed above is a complete or exhaustive list of all items necessary for Proposers to complete the project. Proposers shall be solely responsible for computing quantities for the preparation of their Proposals and the execution of the work.

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

**Addendum No. 3 to
The District Community Development District
Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and other Infrastructure)**

TO: All Prospective Proposers

FROM: Kimley-Horn and Associates, Inc., District Engineer

CC: Patricia Thibault, District Manager
Sarah Sandy, District Counsel

DATE: **August 2, 2021**

This Addendum to The District Community Development District (“District”) Request for Proposals for Phase 3 – CDD Project (Roadways, Stormwater, Utilities, Landscaping, and other Infrastructure) (“RFP”): (1) extends the submission date for proposals submitted in response to the RFP; (2) extends the deadline for submission of questions and revises District Counsel’s e-mail address; (3) changes the date of the special meeting of the District to open and announce the bids; and (4) advises of the District’s Board of Supervisors (“Board”) meeting anticipated to evaluate proposals received in response to the RFP. All Proposers shall acknowledge receipt of this Addendum in their submitted proposals.

1. **The due date for proposals submitted in response to the RFP has been extended to no later than 11:00 a.m., Monday, August 16, 2021.**
2. **The deadline for the submission of questions has been extended to 11:00 a.m., Monday, August 9, 2021.** Any and all questions relative to the project, Project Manual, RFP, Addendum No. 1 and/or this Addendum are now due no later than **11:00 a.m., on Monday, August 9, 2021**, and should be directed to DistrictPhase3RFP@kimley-horn.com with a copy to District Manager Patricia Comings-Thibault at pthibault@dpfgmc.com and District Counsel Sarah Sandy and Brooke Lewis at sarahs@hgslaw.com and brookel@hgslaw.com.
3. **The District’s public meeting to open and announce bids has been changed to 2:00 p.m., Monday, August 16, 2021.** The proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline, now August 16, 2021, at the District’s Engineer’s Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District’s Board of Supervisors (“Board”) will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com.
4. It is essential to District operations to evaluate the proposals received in response to the RFP at a regular or special meeting of the Board (hereinafter, the “Meeting”) to be held on **Thursday, August 19, 2021, at 11:00 a.m.** at 602 Shetter Avenue, Jacksonville Beach, Florida 32250. Anyone wishing to access and participate in the Meeting should refer to the District’s website <https://www.thedistrictcdd.org/> or contact the District Manager Patricia Thibault by phone at 321-263-0132 or by e-mail at pthibault@dpfgmc.com to confirm the date, time, location and/or obtain access information.

This Addendum is available from the District Engineer and is being electronically distributed to all proposers who have received the Project Manual to date.

ANY PROPOSER WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, PATRICIA C. THIBAUT AT DPGF MANAGEMENT & CONSULTING, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, IN WRITING WITHIN SEVENTY-TWO (72) HOURS (INCLUSIVE OF NIGHTS AND WEEKENDS) AFTER RECEIPT OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

End of Addendum No. 3

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

**Addendum No. 3 to
The District Community Development District
Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)**

TO: All Prospective Proposers

FROM: Kimley-Horn and Associates, Inc., District Engineer

CC: Patricia Thibault, District Manager
Sarah Sandy, District Counsel

DATE: **August 2, 2021**

This Addendum to The District Community Development District (“District”) Request for Proposals for Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) (“RFP”): (1) extends the submission date for proposals submitted in response to the RFP; (2) extends the deadline for submission of questions and revises District Counsel’s e-mail address; (3) changes the date of the special meeting of the District to open and announce the bids; and (4) advises of the District’s Board of Supervisors (“Board”) meeting anticipated to evaluate proposals received in response to the RFP. All Proposers shall acknowledge receipt of this Addendum in their submitted proposals.

1. **The due date for proposals submitted in response to the RFP has been extended to no later than 11:00 a.m., Monday, August 16, 2021.**
2. **The deadline for the submission of questions has been extended to 11:00 a.m., Monday, August 9, 2021.** Any and all questions relative to the project, Project Manual, RFP, Addendum No. 1 and/or this Addendum are now due no later than **11:00 a.m., on Monday, August 9, 2021**, and should be directed to DistrictPhase3RFP@kimley-horn.com with a copy to District Manager Patricia Comings-Thibault at pthibault@dpfgmc.com and District Counsel Sarah Sandy and Brooke Lewis at sarahs@hgslaw.com and brookel@hgslaw.com.
3. **The District’s public meeting to open and announce bids has been changed to 2:00 p.m., Monday, August 16, 2021.** The proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline, now August 16, 2021, at the District’s Engineer’s Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District’s Board of Supervisors (“Board”) will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase3RFP@kimley-horn.com.
4. It is essential to District operations to evaluate the proposals received in response to the RFP at a regular or special meeting of the Board (hereinafter, the “Meeting”) to be held on **Thursday, August 19, 2021 at 11:00 a.m.** at 602 Shetter Avenue, Jacksonville Beach, Florida 32250. Anyone wishing to access and participate in the Meeting should refer to the District’s website <https://www.thedistrictcdd.org/> or contact the District Manager Patricia Thibault by phone at 321-263-0132 or by e-mail at pthibault@dpfgmc.com to confirm the date, time, location and/or obtain access information.

This Addendum is available from the District Engineer and is being electronically distributed to all proposers who have received the Project Manual to date.

ANY PROPOSER WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, PATRICIA C. THIBAUT AT DPG MANAGEMENT & CONSULTING, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, IN WRITING WITHIN SEVENTY-TWO (72) HOURS (INCLUSIVE OF NIGHTS AND WEEKENDS) AFTER RECEIPT OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

End of Addendum No. 3

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 4 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: August 4, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Responses to written questions received on or before August 3, 2021, 5:00 p.m., for the Phase 3 CDD and CRA Projects.

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPGF Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

This technical document covers The District – Phase 3 Proposer questions received on or before August 3rd, 2021.

1. Please specify type, color, and finish of H-113 concrete.

H-113, Vehicular Concrete Sidewalk, shall be standard, white cement, salt rock finish with 4'x4' control joints.

2. H-104 and H-107 are referenced in detail 4/H-350 as Scofield integral color 'Dark Granite'. Detail 1/H-351 shows concrete color as Scofield solachrome integral color 'Cayman Dream White Cement'. Please confirm color for Bike Lanes.

The color for the bike lanes shall be Scofield Solachrome integral color 'Cayman Dream White Cement'

3. Please reference Landscape Planter Edge Detail on sheet C-451 for the monolithic extension of slab 24"x12". Please confirm that 24" total depth thickened edge at landscape edge is to be used for 4.5" depth, 6" depth, and 12" depth concretes.

Yes. This detail is expected to be used for all sidewalk depths and modified as needed to accommodate pavers where applicable.

4. Please confirm ¾" diameter dowel bars to be epoxy coated.

Dowel bars shall be hot dipped, galvanized smooth bars with one side lubricated. Epoxy coat not needed.

5. Expansion joint layout is not clear on sheets H-301 thru H-315. Please consider adding solid circle to lines for Expansion Joint (typical) to layout.

Expansion joints shall be placed between each material change (i.e. between salt rock finish slabs and integrated color slabs), and in areas where a slab of concrete is longer than 30' in all directions.

6. Concrete typical jointing plan detail on C-451 shows 15'x15' minimum spacing for sawcut joints. Hardscape plans sheets show 4'x4' spacing for sawcuts for H-102 and some of H-113 and H-103. Please verify maximum joint spacing for construction and contraction joints for concrete paving and pavers if not shown in plan view.

The landscape architect has laid out the preferred location of control joints throughout the plans. Contractor to verify with landscape architect in field before final installation. All sawcut control joints shall be 4'x4'. See Control Joint Notes on H-301 through H-315 for clarification. Expansion joints shall be placed between each material change (i.e. between salt rock finish slabs and integrated color slabs), and in areas where a slab of concrete is longer than 30' in all directions. The typical jointing plan detail on sheet C-451 will be revised to read 15'x15' maximum spacing for sawcut joints.

7. Please specify chair spacing for wired welded fabric.

Chair spacing should be provided so there is no sag in the welded wire during concrete installation. The welded wire shall be located mid-depth of the slabs. Chair spacing shall be provided as per the requirements of ACI 301-16.

8. Please provide detail for proposed ½" isolation joint to dissimilar paving materials for concrete as shown on C-451, Concrete typical jointing plan detail.

Expansion joints shall be placed between each material change (i.e. between salt rock finish slabs and integrated color slabs), and in areas where a slab of concrete is longer than 30' in all directions.

9. H-106 pavers are not specified. Please manufacturer, size, color, and pattern for the specialty pavers.

Bidders to use the same unit cost for specialty pavers as they will use for the unit cost for the H-101 pedestrian pavers.

10. Please specify the type, color, and finish for the concrete ADA Ramps.

Concrete ADA ramps shall be H-102 Concrete Sidewalk - Type 1. Detectable warnings shall be assumed to be safety yellow, surface-applied mats meeting FDOT specifications.

11. Please provide cross sectional detail for pedestrian Pavers adjacent ADA Ramps.

Both the Pedestrian Paver Section and the Pedestrian Concrete Section (for the ADA ramp) shall have 8"x12" monolithic extensions of the slabs similar to

as shown in the Concrete Accent Band Detail.

12. Please provide cross sectional detail for pedestrian Pavers adjacent to 4.5 and 6"-depth concrete.

When adjacent to the Pedestrian Paver Section, the Pedestrian Concrete Section and Vehicular Concrete Section shall have 8"x12" monolithic extensions of the slabs similar to as shown in the Concrete Accent Band Detail.

13. Please identify areas designated as raised planters per the bid form.

No raised planters specified on plans to date.

14. Please verify the irrigation system is to be potable.

Yes, the irrigation system is to use potable water.

15. Please provide edge detail for hardscape (concrete and pavers) at R/W.

For concrete and paver sections up against the right of way line, 8"x16" monolithic extensions of the slabs shall be provided similar to as shown in the Concrete Bike Lane Section Detail (right side of detail).

16. Please provide edge detail for pedestrian pavers at landscape.

Pedestrian pavers will be mortared per the Pedestrian Paver Section detail on C-451.

17. Please provide edge detail for pavers at ADA ramp concrete.

Both the Pedestrian Paver Section and the Pedestrian Concrete Section (for the ADA ramp) shall have 8"x12" monolithic extensions of the slabs similar to as shown in the Concrete Accent Band Detail.

18. Please provide edge detail for 6" depth concrete (H-113) at R/W and driveway apron.

Please assume 16"-depth monolithic curb 8"-wide similar to the Concrete Bike Lane Section Detail on C-451.

19. Please provide edge detail at H-114 at Asphalt Edge. If band is required,

please provide color, depth, and finish of concrete band.

Please assume 12x16" 4000 psi concrete band with rebar reinforcement at all interfaces between vehicular pavers and asphalt areas. Broom finish, no color at this time.

20. Please verify depth of H-103 concrete throughout site. H-103 at roundabout and vehicular sections is 12" depth per C451. Please verify all H-103 is 12" depth.

H-103 shown in the drop-off area on sheet H-307 shall follow the depth in detail "Vehicular Concrete Section" on sheet C451. H-103 in pedestrian setting shall follow the depth in detail "Pedestrian Concrete Section" on sheet C-451.

21. Please provide locations of 12" depth bands shown on 3/H-350 and C451, Concrete Accent Band.

Refer to material H-103 Type Concrete Sidewalk - Type 2 Bands on pages H-300 through H-315 for width and refer to Civil and Hardscape details for further specifications.

22. Please provide edge detail for vehicular concrete and vehicular pavers at asphalt.

Please assume 12x16" 4000 psi concrete band with rebar reinforcement at all interfaces between vehicular pavers and asphalt areas. Broom finish, no color at this time.

23. Please provide color, depth, and finish for ADA concrete.

We assume this is referencing the sidewalk curb ramps. Concrete ADA ramps shall be H-102 Concrete Sidewalk - Type 1. Detectable warnings shall be assumed to be safety yellow, surface-applied mats meeting FDOT specifications.

24. The specified controller (ESP8LXMEF) cannot be used with the flow smart module to control the flow sensor. Is it acceptable to substitute with the ESP12LXMEF, which can be used with the flow smart module? Applicable expansion modules will be provided where needed.

Yes, the ESP12LXMEF is an acceptable substitution.

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

**ADDENDUM NO. 5 TO REQUEST FOR PROPOSALS
CDD AND CRA PROJECT - PHASE 3
JACKSONVILLE, FLORIDA**

TO: Prospective Bidders

CC: Patricia Thiabult, District Manager
Jere Earlywine, District Counsel

FROM: Bill Schilling, P.E., District Engineer

DATE: August 10, 2021

This Addendum pertains to the District Community Development District (“District”) Project Manual for Phase 3 CDD and CRA Projects:

This Addendum provides the following items:

1. Responses to written questions received on or before August 9, 2021, 5:00 p.m., for the Phase 3 CDD and CRA Projects.
2. JEA Standard Class II Pump Station Specifications
3. JEA Standard Class I Pump Station Specifications

Any Proposer wishing to protest any or all of the matters contained or addressed in this addendum shall file a notice of protest with the District Manager, DPFG Management & Consulting, 250 International Parkway, Suite 280, Lake Mary, FL 32746 Attention: Patricia Thibault, in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of this addendum. A formal written protest adequately detailing with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the notice of protest is filed. Failure to timely file a written notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to this addendum.

This technical document covers The District – Phase 3 Proposer questions received on or before August 9th, 2021.

1. The lift station information in the plans and provided by addendum does not provide enough information to accurately price the two (2) sewer lift stations. Please provide complete lift station data tables or consider creating an allowance to cover the cost.

PS-01 shall be priced assuming a JEA Class II pump station with a 10-ft diameter, precast concrete wet well measuring approximately 22-ft deep and containing the appurtenances and features shown in the attached standard JEA details. PS-02 shall be priced assuming a JEA Class I pump station with a 6-ft diameter, precast concrete wet well measuring approximately 15-ft deep and containing the appurtenances and features shown in the attached standard JEA details.

2. The plans indicate that all the gravity sewer manholes are to be lined. Lining every manhole is atypical for the Jacksonville area and is more costly. Is it the intent that all sewer manholes be lined?

Yes, due to soil and groundwater contamination, every sanitary sewer manhole is to be lined as proposed in the plans.

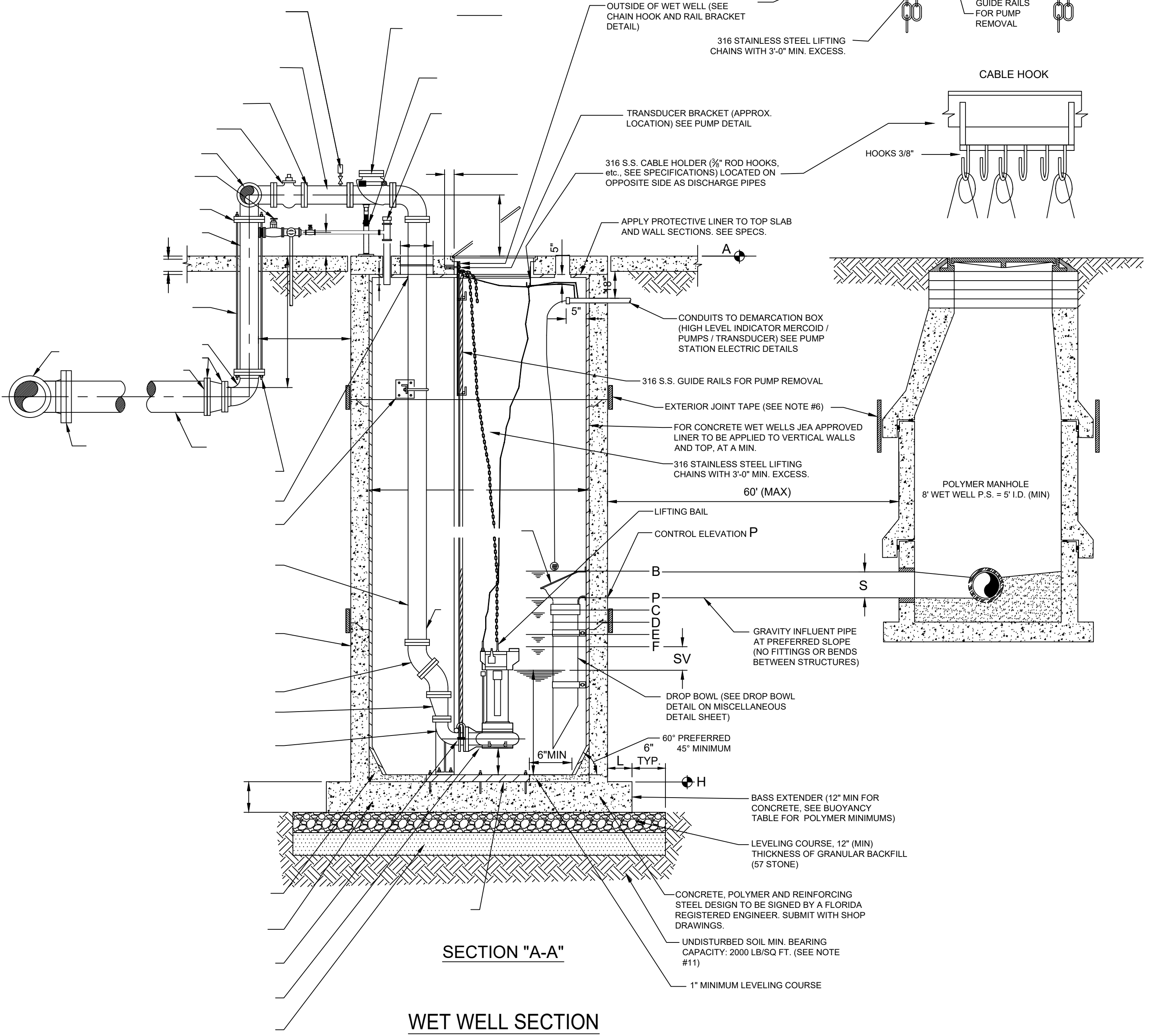
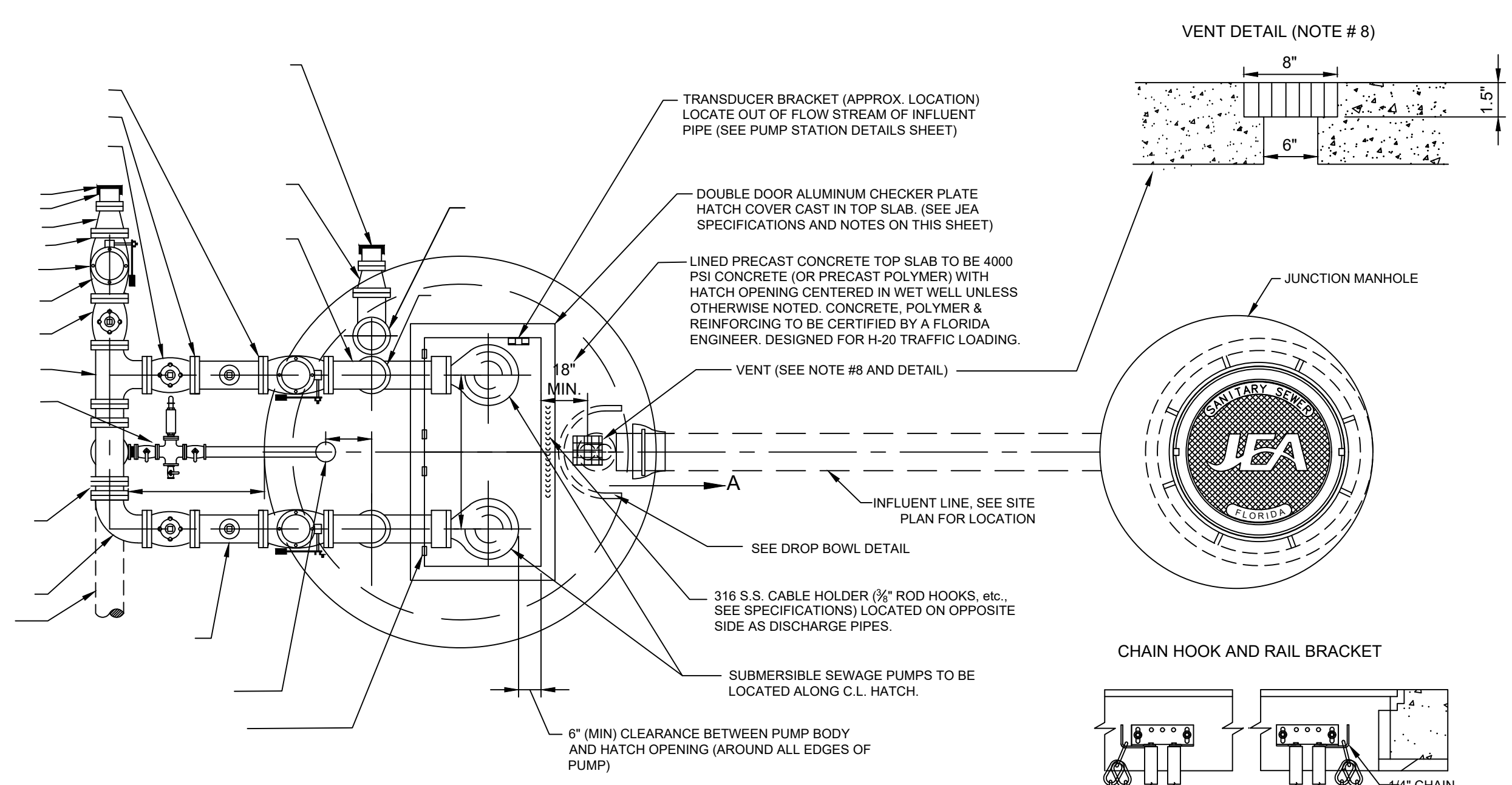
3. Details for pedestrian and vehicular pavers on sheet C-451 installs calls for “ $\frac{3}{4}$ ” max depth mortar, Prolite premium large mortar or approved equal, installed per manufacturer’s specifications.” Please verify “dry set” install which is spread dry cement, install pavers, and then water the application or using techniseal dribond is acceptable for installing pavers.

Please price assuming wet set installation as proposed in the plans.

4. Please clarify where the electrical power services for this project will be originating from and what electrical services are required. i.e. number of services, Voltage(s), Single or Three Phase, Amperage(s)

It is our expectation that JEA will design the electrical service and install all electrical transformers and wiring. Contractors are to bid as per the plan, including furnishing and installing the conduits, pull boxes and duct banks. Proposers are to include a \$150k allowance for furnishing and installing the transformer pads and laterals under the CDD Electric tab of the Bid Tabulation form.

C:\Services\Shared\AutoCAD\Water_Standards\2021\PUMP STATION SITE SPECIFIC.dwg Current Layout Tab = CLASS TWO PUMP STATION WITH GENERATOR STATION DATA Wed Apr 21, 2021 13:28



PUMP STATION INFORMATION
SCHEDULE OF ELEVATIONS

PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCROID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION	BOTTOM ELEVATION	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P - 0.5'		P - 1.0'	P - 1.5'	F - SV	G - 3'											

ALL PUMPS

PUMP MANUFACTURER	WILO/EMU	FLYGT	HYDRAMATIC	KSB
MODEL	---	---	---	---
IMPELLER	---	---	---	---
PUMP DISCHARGE	---	---	---	---
MOTOR (RPM)	---	---	---	---
HORSEPOWER (HP)	---	---	---	---
PHASE/VOLTAGES (NOTE #3)	---	---	---	---
AIC (SEE NOTE #4)	---	---	---	---
DESIGN POINT (GPM) @ TDH (FT)	---	---	---	---
RUNOUT POINT (GPM) @ TDH (FT)	---	---	---	---
EMERGENCY MAIN	---	---	---	---
NORMAL SERVICE MAIN	---	---	---	---
CB #1 TO PUMP NO. 1	---	---	---	---
CB #2 TO PUMP NO. 2	---	---	---	---
CONTROL PANEL MCB	---	---	---	---
STARTER (SIZE & TYPE)	---	---	---	---
ELECTRIC SERVICE (TYPE & SIZE)	---	---	---	---

POLYMER CONCRETE FLOATATION COLLARS

WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-15FT		DEPTH 16-20FT		DEPTH 21-30FT	
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)
8'-0"	3	35600	3	37600	2	46000	---	5200
10'-0"	5	57580	5	75000	5	78700	3	91100
12'-0"	8	82900	8	113200	8	134500	7	139000

DISCHARGE PIPE DATA (WITHIN WET WELL)

PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION	MIN PUMPOUT SIZE	HATCH SIZE (MIN.)
(J)	(N)	(PS)	(PO)	
4"	10"	26"	4"	42"x48"
6"	12"	32"	6"	42"x60"
FREE STANDING PUMP OUT FOR PIPE SIZES GREATER THAN 6"				
8"	15"	36"	8"	---
10"	17"	44"	10"	---
12"	20"	48"	12"	---
14" & LARGER	---	---	14" & LARGER	---

CONCRETE WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS

WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

MCC PANEL

THE COMBINED MOTOR CONTROL AND RTV PANEL SHALL BE AS NOTED BELOW. CONTRACTOR SHALL SUBMIT APPLICABLE SHOP DRAWING PACKAGE, SEE JEA.COM FOR DETAILS.

FIXED SPEED PANEL:
240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

FIXED SPEED PANEL:
480 VOLT, 3 PHASE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

1P-3P VFD PANEL:
480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR

3P VFD PANEL:
480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

GENERATOR

MANUFACTURER	MODEL	KW

MANUAL TRANSFER SWITCH

<input type="checkbox"/> JTD364SSMCQC	200 AMP
<input type="checkbox"/> JTD365SSMCQC	400 AMP

- PUMP STATION INFORMATION NOTES:**
- "SV" = STORAGE VOLUME PER DESIGN ENGINEER AND SHALL BE DESIGNED FOR 12 MINUTE CYCLE TIME. MINIMUM STORAGE DEPTH SHALL BE 24".
 - IF PUMP MANUFACTURER REQUIRES A GREATER SEPARATION, THAT SEPARATION SHALL BE USED WITH THE ADDITION OF FLANGED FILLERS OR SPOOL PIECES. THE DIFFERENT SEPARATION MUST BE APPROVED BY JEA PRIOR TO CONSTRUCTION AND SHALL BE PROVIDED AT NO ADDITIONAL COST TO JEA.
 - ALL PUMP MOTORS SHALL BE 3 PHASE.
 - AMPERE INTERRUPTING CAPACITY (AIC); CONTACT THE ELECTRICAL UTILITY COMPANY FOR THIS DATA IF AVAILABLE.

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL. BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - DUCTILE IRON ALL FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC).
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 3/8" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AND OPEN END BOTTOM. SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A.S.T.M. C-478 STANDARD, ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - IF ODOR CONTROL WILL NOT BE INSTALLED UPON COMPLETION THEN CONDUITS AND PIPING SHALL BE STUBBED OUT FOR EACH. SEE STUB OUT DETAIL SHEET
 - FLOW METER SHALL BE ULTRASONIC OR MAG METER. ULTRASONIC FLOW METER REQUIRES A FLOW METER PANEL. MAG METER REQUIRES BY PASS PIPING. SEE ULTRASONIC/MAG METER DETAIL ON MISCELLANEOUS DETAILS SHEET.
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES/)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27" DEEP MAX.
 - MINIMUM FLOW RATE: 500 GPM EACH PUMP
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 50'x55'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'-0" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -66DB RSSI. IF THE HEIGHT OF THE MINIMUM -66DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "R" ELEVATION. THE "R" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).
 - FLOW METER: ULTRASONIC FLOW METER OR MAG METER CONFIGURATION SHALL BE DESIGNED BY ENGINEER.

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8' TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

SITE SPECIFIC

NO. SHEETS: 4
SHEET NO.: 3
DRAWING NO.: 1

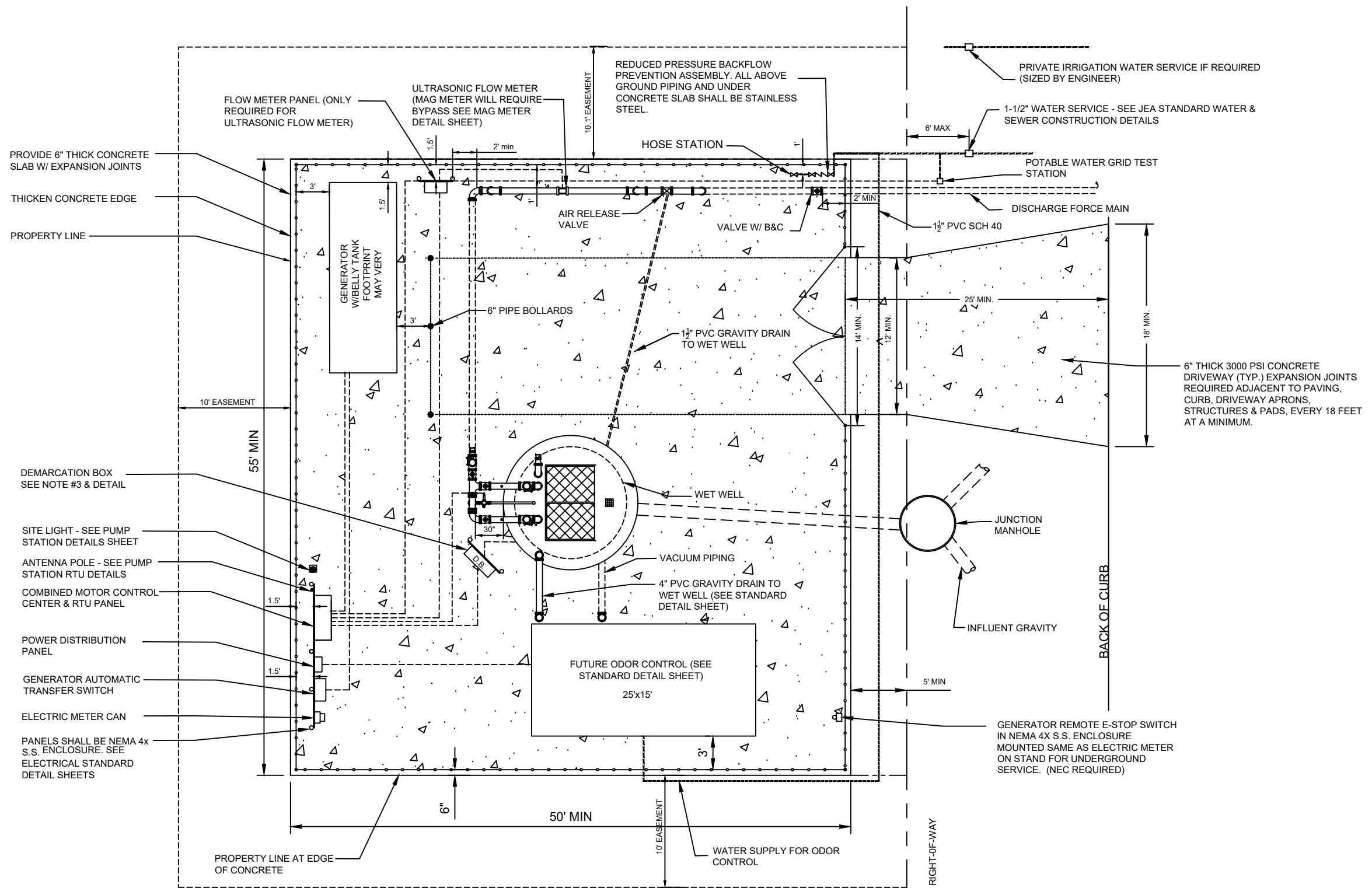
DESIGNER: JEA
DRAWN BY: JEA
DATE: 9/25/2018
CHECKED BY: LLOYD HENRY
DATE: 9/25/2018

DESIGN ENGINEER: JEA
FLORIDA REGISTRATION NO.:
DATE:

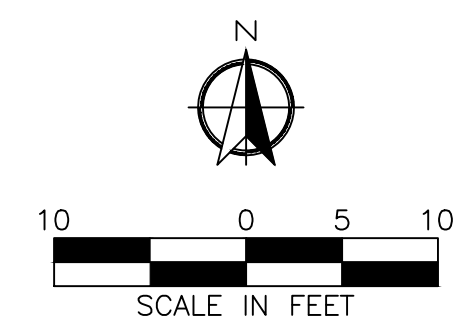
JEA Building CommunitySM

JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION

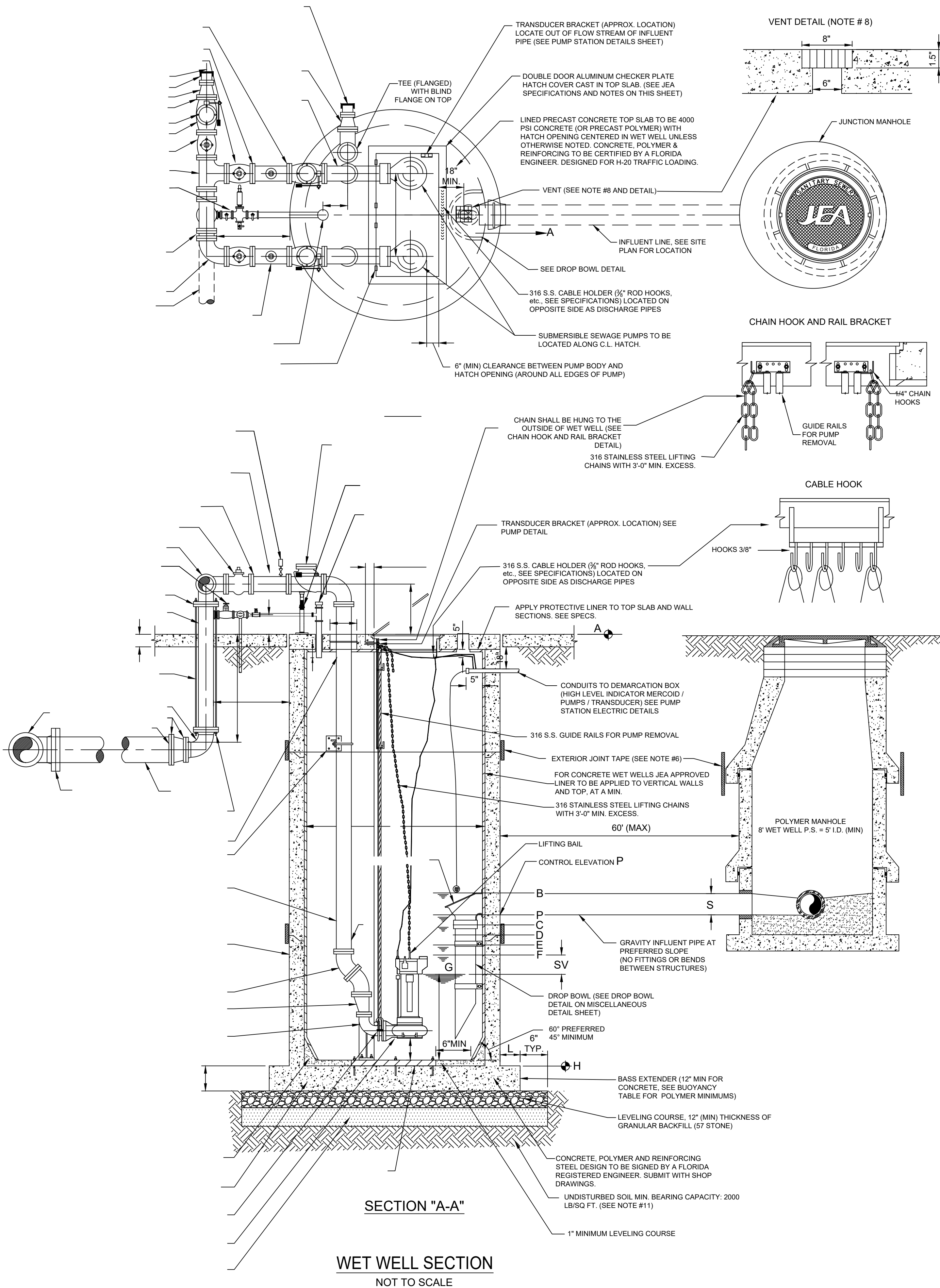
PROJ. NO.:
DATE:
SCALE:



- DEMARICATION BOX SEE NOTE #3 & DETAIL
- SITE LIGHT - SEE PUMP STATION DETAILS SHEET
- ANTENNA POLE - SEE PUMP STATION RTU DETAILS
- COMBINED MOTOR CONTROL CENTER & RTU PANEL
- POWER DISTRIBUTION PANEL
- GENERATOR AUTOMATIC TRANSFER SWITCH
- ELECTRIC METER CAN
- PANELS SHALL BE NEMA 4x S.S. ENCLOSURE. SEE ELECTRICAL STANDARD DETAIL SHEETS



NO. SHEETS		PROJ. NO.		DATE		BY		REVISIONS	
		SHEET NO.		DATE		BY		REVISIONS	
DRAWING NO.		DESIGNER		FLORIDA REGISTRATION NO.		NO.		DATE	
		DRAWN BY				1.		LLOYD HENRY	
		CHECKED BY				2.		9/25/2018	
		DATE				3.		UPDATED ELECTRICAL PANEL	
						4.			
<p>JEA STANDARD CLASS TWO PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 441 AND 1000 GPM PLAN AND SECTION</p> <p>JEA Building Communitysm</p>									
<p>SITE SPECIFIC</p>									



PUMP STATION INFORMATION SCHEDULE OF ELEVATIONS																			
PUMP STATION STREET ADDRESS	TOP ELEV (NOTE 9)	MERCID LEVEL	ALARM ELEVATION	LEFT BLANK	LAG PUMP ON ELEVATION	LEAD PUMP ON ELEVATION	PUMP OFF ELEVATION (NOTE #1)	BOTTOM ELEVATION (NOTE #8)	WET WELL DIA.	DISCHARGE PIPE DIA.	DISCHARGE F.M. DIA.	BASE EXTENDER	BOTTOM SLAB THICKNESS (INCHES)	PER HOLE DIA. (SEE NOTES)	CONTROL ELEVATION	PUMP SUCTION CLEARANCE (INCHES)	SITE FLOOD ELEVATION (DESIGN NOTE 10)	INFLUENT SIZE	HATCH SIZE (SEE TABLE BELOW)
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	P	Q	R	S	
	R + 1.0	P + 0.5'	P + 0.5'		P - 1.0'	P - 1.5'	F - SV	G - 3'											

POLYMER CONCRETE FLOATATION COLLARS																	
WET WELL I.D.	DEPTH 0-10FT		DEPTH 11-15FT		DEPTH 16-20FT		DEPTH 21-30FT										
	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)	MIN BASE EXTENDER (IN)	MIN WEIGHT OF TOTAL STRUCTURE (LBS)									
8'-0"	3	35600	3	37600	2	46000		5200									
10'-0"	5	57580	5	75000	5	78700	3	91100									
12'-0"	8	82900	8	113200	8	134500	7	139000									

DISCHARGE PIPE DATA (WITHIN WET WELL)				
PIPE SIZE	PIPE HOLE DIA.	PUMP SEPARATION (PS)	PUMP PUMPOUT SIZE (PO)	HATCH SIZE (MIN.)
(J)	(N)			
4"	10"	26"	4"	42"x48"
6"	12"	32"	6"	42"x60"

CONCRETE WET WELL DIMENSIONS		
WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-9"	0'-10"
10'-0"	1'-0"	1'-0"
12'-0"	1'-0"	1'-0"

POLYMER WET WELL DIMENSIONS		
WET WELL I.D.	WALL THICKNESS (MIN)	TOP SLAB THICKNESS (MIN)
8'-0"	0'-6"	0'-10"
10'-0"	0'-6 1/2"	0'-10"
12'-0"	0'-7"	1'-0"

GENERATOR	
MANUFACTURER	MODEL
KW	
<input type="checkbox"/>	JTD364SSMCCOC 200 AMP
<input type="checkbox"/>	JTD365SSMCCOC 400 AMP

MCC PANEL	
THE COMBINED MOTOR CONTROL AND RTV PANEL SHALL BE AS NOTED BELOW. CONTRACTOR SHALL SUBMIT APPLICABLE SHOP DRAWING PACKAGE. SEE JEA.COM FOR DETAILS.	
<input type="checkbox"/>	FIXED SPEED PANEL: 240/120 VOLT, 3 PHASE, OPEN DELTA, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	FIXED SPEED PANEL: 480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	1P-3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, FULL VOLTAGE MOTOR STARTING, 15 STARTS PER HOUR
<input type="checkbox"/>	3P VFD PANEL: 480/277 VOLT, 3 PHASE, WYE, REDUCED VOLTAGE MOTOR STARTING, 10 STARTS PER HOUR

- GENERAL NOTES:**
- ALL WORK SHALL COMPLY WITH SPECIFICATIONS, SECTION 433, "SUBMERSIBLE SEWAGE PUMPING STATIONS" IN JEA WATER AND SEWER STANDARDS MANUAL.
 - PENETRATION SOIL BORING INFORMATION, TAKEN AT WET WELL LOCATION, SHALL BE SUBMITTED PRIOR TO DESIGN SUBMITTAL. SOIL BORING SHALL BE A MINIMUM OF 15' DEEPER THAN WET WELL BOTTOM OR UNTIL SUITABLE SOIL IS LOCATED UP TO A MAXIMUM OF 25' BELOW WET WELL BOTTOM.
 - ALL PIPING WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED SCHEDULE 40, 316 STAINLESS STEEL. BUTT WELDING OF ANY PIPING (EXCEPT FOR THE EMERGENCY SUCTION PIPE IN THE WET WELL) IS NOT ALLOWED.
 - ALL DUCTILE IRON FITTINGS (90s, 45s, TEES ETC.) WITHIN AND EXTERNAL OF THE WET WELL SHALL BE FLANGED EPOXY LINED.
 - ALL NUTS, BOLTS AND ACCESSORIES WITHIN AND EXTERNAL OF THE WET WELL SHALL BE 316 STAINLESS STEEL AND SHALL BE COATED WITH A "NEVER SEIZE" TYPE COATING.
 - ALL EXTERIOR JOINTS OF PRECAST CONCRETE AND PRECAST POLYMER WET WELLS AND MANHOLES SHALL BE SEALED WITH A 18" WIDE RUBBERIZED ASPHALT MEMBRANE TAPE. (SEE JEA SPEC).
 - THE VOID AREAS BETWEEN TOP SLAB AND FORCE MAIN PIPE SHALL BE SEALED W/UCOLASTIC BY EUCLID CITEM CO. OR APPROVED EQUAL SEAL. ALL OTHER OPENINGS IN CONCRETE TOP WITH NON-SHRINK GROUT, EXCEPT AS DESCRIBED IN NOTE #6. PROVIDE INSECT SCREEN SECURED TO TOP.
 - PROVIDE 6" x 6" OPENING THROUGH THE CONCRETE TOP OF THE WET WELL AND INSERT 8" x 8" x 1 1/2" THICK ALUMINUM GRATE VENT CONSTRUCTED OF 1 1/2" WIDE x 1/2" MATERIAL.
 - PROVIDE 2" PIPE (PVC, SCH. 80) THROUGH CONCRETE TOP WITH CAPPED TOP AD OPEN END BOTTOM. SEAL AROUND CONCRETE TOP WITH NON-SHRINK GROUT. IN THE FUTURE, THIS PIPE WILL BE UTILIZED FOR THE CONSTRUCTION OF THE AIR-RELEASE VALVE PIPING. EXTEND 18" ABOVE THE TOP OF WET WELL.
 - SITE GRADE IS 6" (MIN) BELOW TOP ELEVATION OF PUMP STATION SLAB.
 - IN SILTS, CLAY OR HIGHLY ORGANIC SOILS (FINE-GRAINED SOILS INCLUDING SOIL GROUPS ML, CL, OL, MH, CH, OH AND PT) THE SOILS SHALL BE OVER-EXCAVATED AN ADDITIONAL 12" (AT A MIN.) AND BACKFILL WITH GRANULAR BACKFILL (57 STONE).
 - PRECAST CONCRETE WET WELL SHALL MEET A.S.T.M. C-478 STANDARD. ENTIRE INSIDE SURFACE OF WET WELL & TOP SLAB SHALL BE LINED WITH APPROVED LINER. LINER INSTALLER MUST BE CERTIFIED BY LINER MANUFACTURER. SUBMIT CERTIFICATION WITH SHOP DRAWING SUBMITTAL. SEE SPECIFICATIONS. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - PRECAST POLYMER CONCRETE WET WELL SHALL MEET JEA POLYMER PRECAST STANDARD. THE EXCAVATED HOLE SHALL BE DRY (DE-WATERED) DURING THE WET WELL INSTALLATION. (SEE WET WELL DIMENSIONS TABLE)
 - SEE REFERENCE FACILITIES STANDARDS FOR GENERATOR, ATS, BACKFLOW, BOLLARDS AND PAVEMENT SPECIFICATIONS. (HTTPS://WWW.JEA.COM/ENGINEERING_AND_CONSTRUCTION/FACILITIES/)
 - SEE JEA STANDARD SHEETS (AVAILABLE AT JEA.COM) FOR CONSTRUCTION DETAILS OF SPECIFIC COMPONENTS, INCLUDING ELECTRICAL.

- DESIGN NOTES:**
- ENGINEER SHALL USE THIS PLAN AS A BASIS OF DESIGN FOR SITE SPECIFIC PUMP STATION. THESE NOTES TO BE ERASED ON COMPLETED DRAWING.
 - WET WELL SIZE: PUMP STATION 8'-0" I.D. MIN., 27" DEEP MAX.
 - MINIMUM FORCE MAIN FLOW RATE: 4" DIAMETER @ 80 GPM ALL GREATER SIZES SHALL BE DESIGNED FOR FLOW VELOCITY BETWEEN 2FPS AND 5FPS
 - MINIMUM ELECTRIC SERVICE SIZE: 240 VOLT, 200 AMP, 3 PHASE, 4 WIRE
 - MINIMUM CONCRETE PAD SIZE: 40'x40'
 - MINIMUM JUNCTION MANHOLE SIZE: 5'-0" I.D. LOCATE ON SAME SIDE OF DRIVEWAY AS PUMP-OUT CONNECTION.
 - IT IS THE ENGINEER'S RESPONSIBILITY TO DESIGN THE SITE TO MEET FUNCTIONALITY AND SITE SPECIFIC CONDITIONS. HOWEVER, THE ENGINEER SHALL MAKE EVERY EFFORT TO CONFORM TO THE STANDARD DRAWING SHOWN HERE.
 - HOW TO DETERMINE TOWER OR POLE FOR SCADA (SEE ALSO SPEC SECTION 433): TO DETERMINE IF A POLE OR TOWER IS REQUIRED A RADIO PATH STUDY MUST FIRST BE CONDUCTED. THE RADIO PATH STUDY MUST BE DONE USING THE SAME TYPE OF RADIO USED IN THE SCADA PANEL AND MUST BE A MINIMUM OF -86DB RSSI. IF THE HEIGHT OF THE MINIMUM -86DB RSSI LEVEL IS LESS THAN OR EQUAL TO 20 FEET THEN A 20 FOOT POLE CAN BE USED. IF THE HEIGHT REQUIREMENTS ARE OVER 20 FEET THEN A TOWER MUST BE USED.
 - THE PUMP STATION TOP ELEVATION SHALL BE SET AT A MINIMUM OF 1' ABOVE THE "R" ELEVATION. THE "R" ELEVATION SHALL BE EQUAL TO THE DESIGN HIGH WATER LEVEL OR THE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
 - THE TOP ELEVATION OF JUNCTION MAN HOLE SHALL MATCH THE TOP ELEVATION OF NEAREST ADJACENT CONCRETE STRUCTURE (PUMP STATION SLAB, DRIVE WAY OR CURB).

- CONSTRUCTION NOTES:**
- SLOPE SITE CONCRETE 1" PER 8' TO DRAIN TOWARDS STREET OR OTHER ADJACENT CITY OR JEA OWNED DRAINAGE FACILITY. THE DRIVEWAY SLOPE SHALL BE LESS THEN 6% UNLESS SPECIFICALLY APPROVED BY JEA.
 - CONTRACTOR MUST MAINTAIN LANDSCAPING UNTIL FINAL ACCEPTANCE AND SUPPLY ONE (1) YEAR WARRANTY FROM NURSERY SUPPLYING PLANTS FROM DATE OF ACCEPTANCE.
 - DEMARICATION BOX SHALL BE PLACED AS CLOSE AS POSSIBLE TO WET WELL. IT SHALL BE PLACED AT LEAST 3' FROM WET WELL HATCH AND AT LEAST 5' FROM VENTS. IT SHALL BE PLACED SO AS NOT TO INTERFERE WITH ACCESS TO THE WET WELL OR DISCHARGE APPARATUS, AND DOOR SHALL FACE AWAY FROM WET WELL.
 - SEE GROUNDING PLAN FOR ELECTRICAL SERVICE GROUNDING REQUIREMENTS (SEE GROUNDING DETAIL SHEET).
 - CONTRACTOR MUST KEEP COMPANY SIGN AND PHONE NUMBER ON FENCE UNTIL STATION ACCEPTED.
 - TRANSFORMERS SHALL BE LOCATED ON THE SAME SIDE OF PROPERTY AS METER CAN AND ELECTRICAL PANELS.
 - WET WELL LID SHALL UTILIZE STAPLE ASSEMBLY FOR LOCKING THE WET WELL.

SITE SPECIFIC

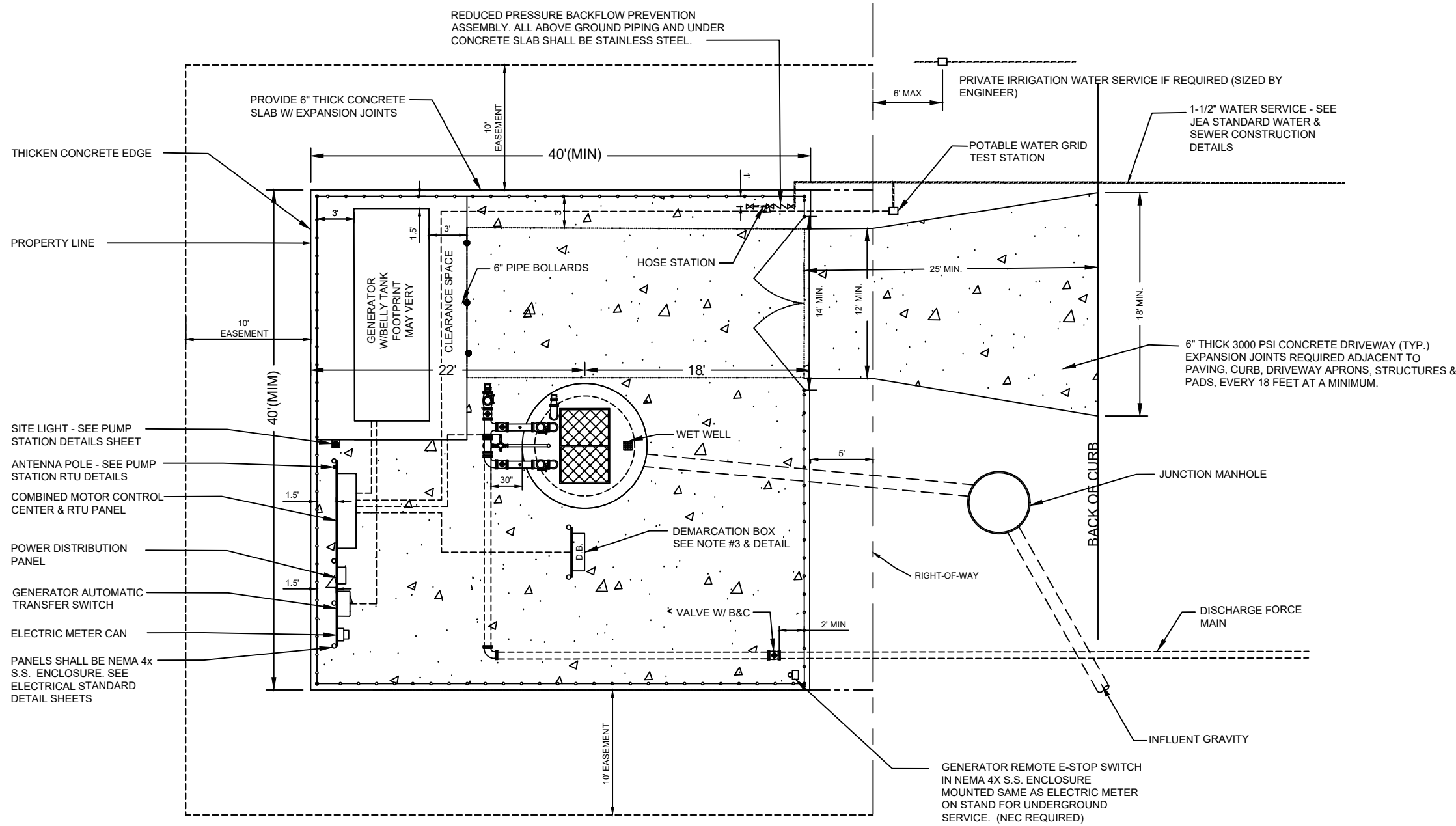
NO. SHEETS		PROJ. NO.	
SHEET NO.		DATE:	
DRAWING NO.		SCALE:	
1	1		

DESIGNER		FLORIDA REGISTRATION NO.	
DRAWN BY:		DATE:	
CHECKED BY:		DATE:	

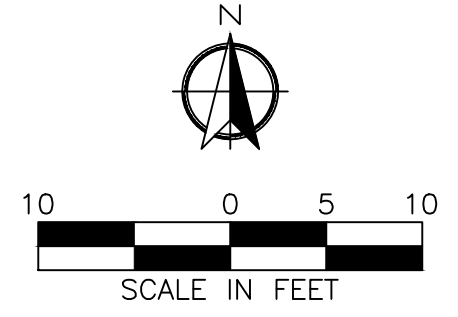
REVISIONS		MANUAL TRANSFER SWITCH TABLE	
NO.	DATE	BY	DATE
4.			
3.			
2.			
1.			

JEA STANDARD CLASS ONE PUMP STATION WITH GENERATOR FOR PEAK FLOWS BETWEEN 0 TO 440 GPM PLAN AND SECTION

JEA Building Community



- SITE LIGHT - SEE PUMP STATION DETAILS SHEET
- ANTENNA POLE - SEE PUMP STATION RTU DETAILS
- COMBINED MOTOR CONTROL CENTER & RTU PANEL
- POWER DISTRIBUTION PANEL
- GENERATOR AUTOMATIC TRANSFER SWITCH
- ELECTRIC METER CAN
- PANELS SHALL BE NEMA 4x S.S. ENCLOSURE. SEE ELECTRICAL STANDARD DETAIL SHEETS



SITE SPECIFIC

NO. SHEETS	PROJ. NO.	DESIGNER	DESIGN ENGINEER		
SHEET NO.	DATE:	DATE:	FLORIDA REGISTRATION NO.		
DRAWING NO.	SCALE: 1" = 10'	DATE:	DATE:		
		NO.	BY	DATE	REVISIONS
		4.			
		3.			
		2.			
		1.	LLOYD HENRY	9/25/2018	UPDATED ELECTRICAL PANEL

The District - Phase 3
CRA PROJECT - OCTOBER 25, 2021
BID TABULATION SUMMARY

Description

A. CRA Project Improvements - Base Bid Items

1. Public Roadway (Prudential Drive Extension - West of Roundabout)	\$901,364.41
2. Overland Trail	\$494,504.90
3. Public Roadways (Broadcast Place - includes roundabout)	\$1,197,358.64
4. Public Roadways (Riverside Drive)	\$1,236,194.14

PHASE 3 CRA PROJECT - BASE BID TOTAL **\$3,829,422.09**

B. CRA Project Improvements - Bid Alternate Items

1. BID ALTERNATE 1 - Public Roadways Hardscape	\$3,425,000.00
2. BID ALTERNATE 2 - Public Roadways Landscaping and Irrigation	\$590,000.00
3. BID ALTERNATE 3 - Riverwalk Extension	\$1,903,000.00
4. BID ALTERNATE 4 - Boardwalk	\$1,960,000.00
5. BID ALTERNATE 5 - Public Parks	\$3,100,000.00
6. BID ALTERNATE 6 - Restroom/Maintenance Facility	\$1,250,000.00
7. BID ALTERNATE 7 - Central Riverfront Park Art	\$2,000,000.00
8. BID ALTERNATE 8 - Interactive Kiosks	\$500,000.00
9. BID ALTERNATE 9 - Playground and Exercise Equipment	\$1,000,000.00

PHASE 3 CRA PROJECT - BID ALTERNATE TOTAL **\$15,728,000.00**

Name of Proposer:

J. B. Coxwell Contracting, Inc.

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT - OCTOBER 25, 2021
 BID TABULATION FORM

JB Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 343,465.37	\$ 343,465.37
Payment and Performance Bond	1.00	LS	\$ 5,740.79	\$ 5,740.79
Survey	1.00	LS	\$ 36,223.68	\$ 36,223.68
Maintenance of Traffic	1.00	LS	\$ 41,637.73	\$ 41,637.73
As-builts	1.00	LS	\$ 8,081.42	\$ 8,081.42
General Conditions Subtotal				\$ 435,148.99
B. Soil Erosion Control				
Silt Fence	2,500.00	LF	\$ 0.94	\$ 2,350.00
Inlet Protection	4.00	EA	\$ 110.00	\$ 440.00
Soil Erosion Control Subtotal				\$ 2,790.00
C. Earthwork				
Curb Demolition	866.00	LF	\$ 12.23	\$ 10,591.18
Removal of Existing Pavement / Sidewalk	3,293.00	SY	\$ 12.23	\$ 40,273.39
Import Fill Material	238.00	CY	\$ 16.23	\$ 3,862.74
Grading and Dressing	1.00	LS	\$ 20,832.48	\$ 20,832.48
Earthwork Subtotal				\$ 75,559.79
D. Roadway and Paving				
City Standard Curb	1,805.00	LF	\$ 22.68	\$ 40,937.40
12" Stabilized Subgrade	6,039.00	SY	\$ 10.04	\$ 60,631.56
Sidewalk Grading	666.00	SY	\$ 7.00	\$ 4,662.00
Landscape Subgrade	255.00	SY	\$ 7.00	\$ 1,785.00
6" Roadway Base	1,444.00	SY	\$ 12.98	\$ 18,743.12
8" Roadway Base	1,901.00	SY	\$ 16.68	\$ 31,708.68
Concrete Sidewalk	272.00	SY	\$ 90.29	\$ 24,558.88
ADA Ramps	223.00	SF	\$ 46.47	\$ 10,362.81
Prime	3,345.00	SY	\$ 0.69	\$ 2,308.05
Asphalt 1.25"	1,502.00	SY	\$ 10.36	\$ 15,560.72
Asphalt 1.50"	1,444.00	SY	\$ 11.98	\$ 17,299.12
Asphalt 2.00"	399.00	SY	\$ 15.32	\$ 6,112.68
Single Post Sign, F&I Ground Mount, up to 12 SF	29.00	AS	\$ 1,106.60	\$ 32,091.40
Thermo, White Solid, 6"	1,383.00	LF	\$ 1.92	\$ 2,655.36
Thermo, White, Skip, 6"	296.00	LF	\$ 1.75	\$ 518.00
Thermo, White, Arrow	2.00	EA	\$ 96.45	\$ 192.90
Thermo, White, Text	17.00	EA	\$ 170.20	\$ 2,893.40
Thermo, White, Solid, 12"	369.00	LF	\$ 4.20	\$ 1,549.80
Thermo, White, Skip, 12"	72.00	LF	\$ 7.83	\$ 563.76
Thermo, White, Solid, 24"	88.00	LF	\$ 8.62	\$ 758.56
Thermo, Yellow, Solid, 6"	748.00	LF	\$ 1.58	\$ 1,181.84
Thermo, Yellow, Skip, 6"	418.00	LF	\$ 1.71	\$ 714.78

The District - Phase 3
 CRA PRUDENTIAL DRIVE EXTENSION -
 WEST OF ROUNDABOUT - OCTOBER 25, 2021
 BID TABULATION FORM

Description	Quantity	Units	Unit Cost	Contract Amount
CRA PE W - Flexible Delineator	1.00	EA	\$ 158.85	\$ 158.85
CRA PE W - RPM	8.00	EA	\$ 7.38	\$ 59.04
CRA PE W - 12 x 18 Yield Triangle	3.00	EA	\$ 14.75	\$ 44.25
Parking Lot Restriping	1.00	LS	\$ 7,705.06	\$ 7,705.06
Temporary Striping	1.00	LS	\$ 3,471.60	\$ 3,471.60
Sleeving (2-6", 3-4", 3-2") SCH 40 PVC	240.00	LF	\$ 122.94	\$ 29,505.60
Roadway Subtotal				\$ 318,734.22
E. Storm Drainage				
18" HP	181.00	LF	\$ 76.27	\$ 13,804.87
Standard Curb Inlet	2.00	EA	\$ 6,133.70	\$ 12,267.40
Type "J-1-A" Manhole	2.00	EA	\$ 5,566.47	\$ 11,132.94
Stockpiling & Replacement of Soil Below Cap	250.00	CY	\$ 119.48	\$ 29,870.00
Dewatering	1.00	LS	\$ 2,056.20	\$ 2,056.20
Storm Drainage Subtotal				\$ 69,131.41
F. Irrigation				
Assume that Irrigation will be considered as a bid alternate with an allowance provided.				
G. Hardscape				
Assume that Hardscape will be considered as a bid alternate with an allowance provided.				
H. Landscaping				
Assume that Landscape will be considered as a bid alternate with an allowance provided.				
TOTAL CRA PRUDENTIAL DRIVE EXTENSION - WEST OF ROUNDABOUT				\$ 901,364.41

The District - Phase 3
 CRA OVERLAND TRAIL - OCTOBER 25, 2021
 BID TABULATION SHEET

Description	JB Coxwell			
	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	\$ 1.00	LS	\$ 343,465.37	\$ 343,465.37
Payment and Performance Bond	\$ 1.00	LS	\$ 3,149.51	\$ 3,149.51
Survey	\$ 1.00	LS	\$ 36,223.68	\$ 36,223.68
As-builts	\$ 1.00	LS	\$ 8,081.42	\$ 8,081.42
General Conditions Subtotal				\$ 390,919.98
B. Soil Erosion Control				
Silt Fence	4,500.00	LF	\$ 0.94	\$ 4,230.00
Soil Erosion Control Subtotal				\$ 4,230.00
C. Earthwork				
Import Fill Material	1,870.00	CY	\$ 16.23	\$ 30,350.10
Grading and Dressing	1.00	LS	\$ 6,383.61	\$ 6,383.61
Earthwork Subtotal				\$ 36,733.71
D. Roadway				
12" Stabilized Subgrade	924.00	SY	\$ 6.19	\$ 5,719.56
Landscape Subgrade	920.00	SY	\$ 7.00	\$ 6,440.00
4" Roadway Base	885.00	SY	\$ 16.69	\$ 14,770.65
Asphalt 2.00"	885.00	SY	\$ 15.32	\$ 13,558.20
Sleeves (2-6", 3-4", 3-2") SCH40 PVC	180.00	LF	\$ 122.96	\$ 22,132.80
Roadway Subtotal				\$ 62,621.21
E. Sanitary Sewer				
Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.				
F. Hardscape				
Assume that Hardscape will be considered as a bid alternate with an allowance provided.				
G. Landscape				
Assume that Landscape will be considered as a bid alternate with an allowance provided.				
H. Irrigation				
Assume that Irrigation will be considered as a bid alternate with an allowance provided.				
TOTAL CRA OVERLAND TRAIL				\$ 494,504.90

The District - Phase 3
CRA BROADCAST PLACE -
INCLUDING ROUNDABOUT - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 437,137.74	\$ 437,137.74
Payment and Performance Bond	1.00	LS	\$ 7,625.98	\$ 7,625.98
Survey	1.00	LS	\$ 46,102.85	\$ 46,102.85
As-builts	1.00	LS	\$ 10,285.45	\$ 10,285.45
General Conditions Subtotal				\$ 501,152.02
B. Soil Erosion Control				
Silt Fence	2,000.00	LF	\$ 0.94	\$ 1,880.00
Inlet Protection	8.00	EA	\$ 110.00	\$ 880.00
Soil Erosion Control Subtotal				\$ 2,760.00
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	500.00	CY	\$ 113.74	\$ 56,870.00
Import Fill Material	2,788.00	CY	\$ 16.23	\$ 45,249.24
Site Grading	1.00	LS	\$ 18,328.36	\$ 18,328.36
Earthwork Subtotal				\$ 120,447.60
D. Roadway				
Type A Curb & Gutter	235.00	LF	\$ 19.60	\$ 4,606.00
Type B Curb	124.00	LF	\$ 21.73	\$ 2,694.52
Type RA Curb	268.00	LF	\$ 27.98	\$ 7,498.64
6" Raised Header Curb	418.00	LF	\$ 20.57	\$ 8,598.26
18" Curb and Gutter	698.00	LF	\$ 26.40	\$ 18,427.20
24" Valley Gutter	264.00	LF	\$ 30.65	\$ 8,091.60
12" Stabilized Subgrade	1,226.00	SY	\$ 10.04	\$ 12,309.04
Sidewalk Grading	3,082.00	SY	\$ 7.00	\$ 21,574.00
Landscape Subgrade	1,099.00	SY	\$ 7.00	\$ 7,693.00
8" Roadway Base	943.00	SY	\$ 16.69	\$ 15,738.67
Sidewalk (04" Thick) Plain	170.00	SY	\$ 99.61	\$ 16,933.70
ADA Ramps	346.00	SF	\$ 46.47	\$ 16,078.62
Prime	943.00	SY	\$ 0.69	\$ 650.67
Asphalt 2"	943.00	SY	\$ 15.32	\$ 14,446.76
Single Post Sign, F&I Ground Mount, up to 12 SF	19.00	AS	\$ 1,247.40	\$ 23,700.60
Standard, White, Solid, 6"	773.00	LF	\$ 1.58	\$ 1,221.34
Standard, 12" White, 2'-2' dotted	104.00	LF	\$ 7.83	\$ 814.32
Standard, 18" White, 2'-2' dotted	17.00	LF	\$ 14.75	\$ 250.75
Standard, White, Solid, 12"	356.00	LF	\$ 4.20	\$ 1,495.20
Standard, White, Solid, 24"	348.00	LF	\$ 8.40	\$ 2,923.20
Standard, White, Arrow	5.00	EA	\$ 96.45	\$ 482.25
Standard, White, Arrow (Bike)	5.00	EA	\$ 453.87	\$ 2,269.35
White, Symbol	8.00	EA	\$ 170.20	\$ 1,361.60
Standard, Yellow Chevron, 18"	17.00	LF	\$ 6.30	\$ 107.10
Standard, Yellow, Solid, 6"	1,004.00	LF	\$ 1.92	\$ 1,927.68
Delineator	2.00	EA	\$ 158.85	\$ 317.70
18" x 27" White Triangle Yield Line	6.00	EA	\$ 14.75	\$ 88.50
Multi-Use Path, Yellow, Skip 4"	174.00	LF	\$ 1.71	\$ 297.54

The District - Phase 3
 CRA BROADCAST PLACE -
 INCLUDING ROUNDABOUT - OCTOBER 25, 2021
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
Multi-Use Path, Yellow, Solid 4"	189.00	LF	\$ 1.58	\$ 298.62
18" Square Elephant	32.00	EA	\$ 43.89	\$ 1,404.48
Green Crosswalk	158.00	LF	\$ 80.80	\$ 12,766.40
Vehicular Paver Conc. Slab Only	1,609.00	SY	\$ 157.29	\$ 253,079.61
Sleeves (2-6", 3-4", 3-2") SCH40 PVC	210.00	LF	\$ 136.07	\$ 28,574.70
Temporary Striping	1.00	LS	\$ 5,207.40	\$ 5,207.40
Roadway Subtotal				\$ 493,929.02

E. Sanitary Sewer

Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.

F. Storm Drainage

15" HP Pipe	245.00	LF	\$ 106.21	\$ 26,021.45
18" HP Pipe	144.00	LF	\$ 123.69	\$ 17,811.36
Valley Gutter Type "V" Inlet	1.00	EA	\$ 6,927.01	\$ 6,927.01
Type "C" Inlet	2.00	EA	\$ 2,910.62	\$ 5,821.24
Standard Curb Inlet	3.00	EA	\$ 6,133.74	\$ 18,401.22
Storm Stub Out	2.00	EA	\$ 383.66	\$ 767.32
Stockpil. & Replace of Soil Below Cap	24.00	CY	\$ 138.35	\$ 3,320.40
Storm Drainage Subtotal				\$ 79,070.00

G. Potable Water Distribution System

Assume that Potable Water Distribution Items for CRA Improvements are considered in the CDD Potable Water Category.

H. Hardscape

Assume that Hardscape will be considered as a bid alternate with an allowance provided.

I. Landscape

Assume that Landscape will be considered as a bid alternate with an allowance provided.

J. Irrigation

Assume that Irrigation will be considered as a bid alternate with an allowance provided.

TOTAL CRA BROADCAST PLACE - INCLUDING ROUNDABOUT \$ 1,197,358.64

The District - Phase 3
CRA RIVERSIDE DRIVE - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Quantity	Units	Unit Cost	Contract Amount
A. General Conditions				
Mobilization	1.00	LS	\$ 437,137.74	\$ 437,137.74
Payment and Performance Bond	1.00	LS	\$ 7,873.32	\$ 7,873.32
Survey	1.00	LS	\$ 46,102.85	\$ 46,102.85
As-builts	1.00	LS	\$ 10,285.45	\$ 10,285.45
General Conditions Subtotal				\$ 501,399.36
B. Soil Erosion Control				
Silt Fence	2,500.00	LF	\$ 0.94	\$ 2,350.00
Inlet Protection	16.00	EA	\$ 110.00	\$ 1,760.00
Soil Erosion Control Subtotal				\$ 4,110.00
C. Earthwork				
Stockpiling & Replacement of Soil Below Cap	500.00	CY	\$ 111.77	\$ 55,885.00
Import Fill Material	2,363.00	CY	\$ 16.23	\$ 38,351.49
Site Grading	1.00	LS	\$ 19,878.32	\$ 19,878.32
Dewatering	1.00	LS	\$ 34,284.73	\$ 34,284.73
Earthwork Subtotal				\$ 148,399.54
D. Roadway				
6" Raised Header Curb	882.00	LF	\$ 21.74	\$ 19,174.68
18" Curb and Gutter	836.00	LF	\$ 28.36	\$ 23,708.96
24" Valley Gutter	911.00	LF	\$ 30.65	\$ 27,922.15
12" Stabilized Subgrade	3,684.00	SY	\$ 10.04	\$ 36,987.36
Sidewalk Grading	3,814.00	SY	\$ 7.00	\$ 26,698.00
Landscape Subgrade	919.00	SY	\$ 7.00	\$ 6,433.00
8" Roadway Base	3,100.00	SY	\$ 16.68	\$ 51,708.00
Sidewalk (6" Thick) - Ramp	98.00	SY	\$ 99.62	\$ 9,762.76
ADA Ramps	138.00	SF	\$ 46.47	\$ 6,412.86
Prime	3,100.00	SY	\$ 0.69	\$ 2,139.00
Asphalt 2"	3,100.00	SY	\$ 15.32	\$ 47,492.00
Single Post Sign, F&I Ground Mount, up to 12 SF	10.00	AS	\$ 1,157.20	\$ 11,572.00
Standard, White, Solid, 6"	1,098.00	LF	\$ 1.58	\$ 1,734.84
Standard, White, Solid, 12"	271.00	LF	\$ 4.20	\$ 1,138.20
Standard, White, Solid, 24"	77.00	LF	\$ 8.40	\$ 646.80
Standard, Yellow, Solid, 6"	2,810.00	LF	\$ 1.58	\$ 4,439.80
Standard, Blue, Solid, 6"	167.00	LF	\$ 13.87	\$ 2,316.29
RPM	26.00	EA	\$ 7.38	\$ 191.88
Vehicular Paver - Conc. Slab Only	443.00	SY	\$ 157.29	\$ 69,679.47
Temporary Striping	1.00	LS	\$ 8,679.00	\$ 8,679.00
Sleeves (2-6", 3-4", 3-2") SCH40 PVC	280.00	LF	\$ 136.07	\$ 38,099.60
Roadway Subtotal				\$ 396,936.65

E. Sanitary Sewer

Assume that Sanitary Sewer Items for CRA Improvements are considered in the CDD Sanitary Sewer Category.

The District - Phase 3
 CRA RIVERSIDE DRIVE - OCTOBER 25, 2021
 BID TABULATION SHEET

Description	Quantity	Units	Unit Cost	Contract Amount
F. Storm Drainage				
15" HP Pipe	87.00	LF	\$ 73.91	\$ 6,430.17
18" HP Pipe	969.00	LF	\$ 77.97	\$ 75,552.93
24" HP Pipe	27.00	LF	\$ 119.87	\$ 3,236.49
48" ADS 8-10' Deep	6.00	EA	\$ 7,078.02	\$ 42,468.12
Type "J-1" Manhole	2.00	EA	\$ 5,643.86	\$ 11,287.72
Type "C" Inlet	5.00	EA	\$ 2,910.63	\$ 14,553.15
Standard Curb Inlet	3.00	EA	\$ 6,380.07	\$ 19,140.21
Stockpile & Replace of Soil Below Cap	105.00	CY	\$ 120.76	\$ 12,679.80
Storm Drainage Subtotal				\$ 185,348.59

G. Potable Water Distribution System

Assume that Potable Water Distribution Items for CRA Improvements are considered in the CDD Potable Water Category.

H. Hardscape

Assume that Hardscape will be considered as a bid alternate with an allowance provided.

I. Landscape

Assume that Landscape will be considered as a bid alternate with an allowance provided.

J. Irrigation

Assume that Irrigation will be considered as a bid alternate with an allowance provided.

TOTAL CRA RIVERSIDE DRIVE \$ 1,236,194.14

The District - Phase 3
CRA BID ALTERNATES - OCTOBER 25, 2021
BID TABULATION SHEET

J.B. Coxwell

Description	Allowance
A. BID ALTERNATE 1 - Public Roadways Hardscape	\$ 3,425,000.00
B. BID ALTERNATE 2 - Public Roadways Landscaping and Irrigation	\$ 590,000.00
C. BID ALTERNATE 3 - Riverwalk Extension	\$ 1,903,000.00
D. BID ALTERNATE 4 - Boardwalk	\$ 1,960,000.00
E. BID ALTERNATE 5 - Public Parks	\$ 3,100,000.00
F. BID ALTERNATE 6 - Restroom/Maintenance Facility	\$ 1,250,000.00
G. BID ALTERNATE 7 - Central Riverfront Park Art	\$ 2,000,000.00
H. BID ALTERNATE 8 - Interactive Kiosks	\$ 500,000.00
I. BID ALTERNATE 9 - Playground and Exercise Equipment	\$ 1,000,000.00
<hr/>	
	TOTAL CRA BID ALTERNATES \$ 15,728,000.00



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

October 25, 2021

The District Community Development District

Phase 3 CDD & CRA Projects

Proposal Qualifications

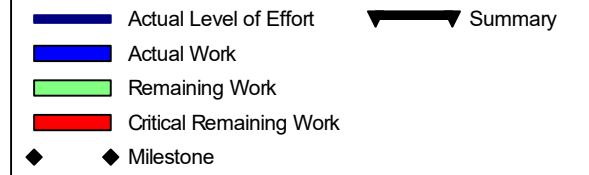
- Price assumes entire Project will be awarded to include all work attributable to JB Coxwell Contracting, Inc. ("JBCCI" or "Contractor") that is described in the contract documents and detailed in the bid tabulation sheets for both the Phase 3 CRA and CDD Project ("Project") contracts and that neither contract will be broken into smaller parts.
- Price assumes both the Project contracts will be awarded simultaneously.
- Price assumes the Project will not be awarded in phases.
- Price excludes removing and/or relocating existing utilities that are to remain in service during construction and/or that are to remain upon completion of the work. JBCCI will coordinate with existing utilities so that their facilities may be relocated timely and in a manner that does not interfere with JBCCI work. All costs associated with removing and/or relocating existing utilities to remain shall be borne by Others not contractually obligated to JBCCI.
- Contractor shall not be responsible for removing or remediating any RCRA characteristic hazardous waste.
- Material prices and availability are very volatile at this time. Contractor may seek and Owner will consider additional compensation and contract days via change order if significant material price increases or shortages are encountered. No markup will be added to material price increases.
- Parcel 4A shall be made available to the Contractor for use as a staging and laydown area for the duration of the Project.
- Schedule does not include weather days. Contractor assumes the addition via change order of one (1) Weather Day for each day contractor is unable to work a minimum of 50% of the day on critical items of work due to weather impacts.
- Design Liability Insurance is limited to the amounts shown on the attached insurance certificate.
- All work associated with proposed Gas Main is specifically excluded.
- Project Schedule does not include work associated with the Allowances.

- Project Schedule does not include utility work not included in the contract that is to be performed by Others not contractually obligated to JBCCI. J. B. Coxwell will work to coordinate and facilitate utility work by Others. Scheduling impacts of companies furnishing and installing utilities that are not contractually obligated to JBCCI will be quantified and days will be added to the schedule via change order as necessary to accommodate their work. This includes but is not limited to JEA Primary Electric, gas main, and communications.
- Armorock Polymer Concrete Structures are not included in pricing. All sewer manholes are to be constructed of conventional precast concrete.
- Price is based on JBCCI having unobstructed access to the JEA Sewer Manhole located in the grass at the northeast corner of Broadcast Place and Reed Avenue to use as the discharge point for water generated during dewatering operations.
- Allowances included in the contract are assumed to include any direct and/or indirect cost to the prime contractor. These costs will be included in any work contemplated under the allowances.
- Price does not include removal and disposal of buried foundations, debris or other objects not specifically identified in the drawings.
- Sealer for pavers and concrete paving was not indicated in the drawings and is excluded.
- Pricing for the Sewer Lift Stations is limited to the scope of work described on the attached quote sheets from PBM Constructors, Inc.
- JEA power to be provided by Others not contractually obligated to JBCCI to within 50 feet of each lift station.
- Meters and meter fees to be provided by Others not contractually obligated to JBCCI and are not part of the Project.
- Alpha Technologies box relocation to be provided by Others not contractually obligated to JBCCI and is not part of the Project.
- Exclusions from base bid: hardscape, landscape, irrigation, TECO installation, colored concrete, lighting and vertical improvements are included as Bid Alternates with allowances.
- Second lift of asphalt and final striping to be installed by end of Contract time or deducted via change order.
- Provided an allowance within the Phase 3 CDD Project pricing for JEA primary not designed at this time for a total of \$1,200,000.00. This amount is included in the Phase 3 CDD Project bid tabulation sheets.



The District - Riversedge

Preliminary Construction Schedule



Activity Name	Original Duration	Start	Finish	Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024		
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun

The District - Phase 3 (CDD & CRA)

Project Information

Initial Notice to Proceed	0	02-Nov-21	
Required Permits & Project Submittals	90	02-Nov-21	30-Jan-22
Notice to Proceed - Construction	0	31-Jan-22	
JEA Primary Power Design Complete	0		11-Apr-22
Project Duration	736	31-Jan-22	05-Feb-24

Cleaning & Earthwork

Site Prep	10	31-Jan-22	11-Feb-22
Erosion Control	10	07-Feb-22	18-Feb-22
Clearing & Site Demolition	15	21-Feb-22	11-Mar-22
Site Strippings	20	07-Mar-22	01-Apr-22
Earthwork Embankment	25	28-Mar-22	29-Apr-22

Utilities

JEA Lift Station	20	11-Apr-22	06-May-22
Gravity Sewer - JEA	30	09-May-22	17-Jun-22
Private Pump Station	10	25-Apr-22	09-May-22
Gravity Sewer - Private	10	09-May-22	23-May-22
*****JEA Primary ***** (Prudential & Back Bay)	40	11-Jul-22	02-Sep-22
Storm Drainage	50	20-Jun-22	26-Aug-22
Water Main	40	22-Aug-22	14-Oct-22
Force Main	15	17-Oct-22	04-Nov-22
Utility Testing	15	07-Nov-22	25-Nov-22
***** JEA Primary *****	60	03-Oct-22	23-Dec-22

Roadway Construction (Prudential Drive Ext)

Stabilization (LBR 40)	17	03-Oct-22	25-Oct-22
Curb & Gutter	17	26-Oct-22	17-Nov-22
Vehicular Pavers - Concrete Base Only	5	18-Nov-22	24-Nov-22
Road Base	15	18-Nov-22	08-Dec-22
Asphaltic Concrete (First Lift)	5	09-Dec-22	15-Dec-22

Roadway Construction (All Other Roads)

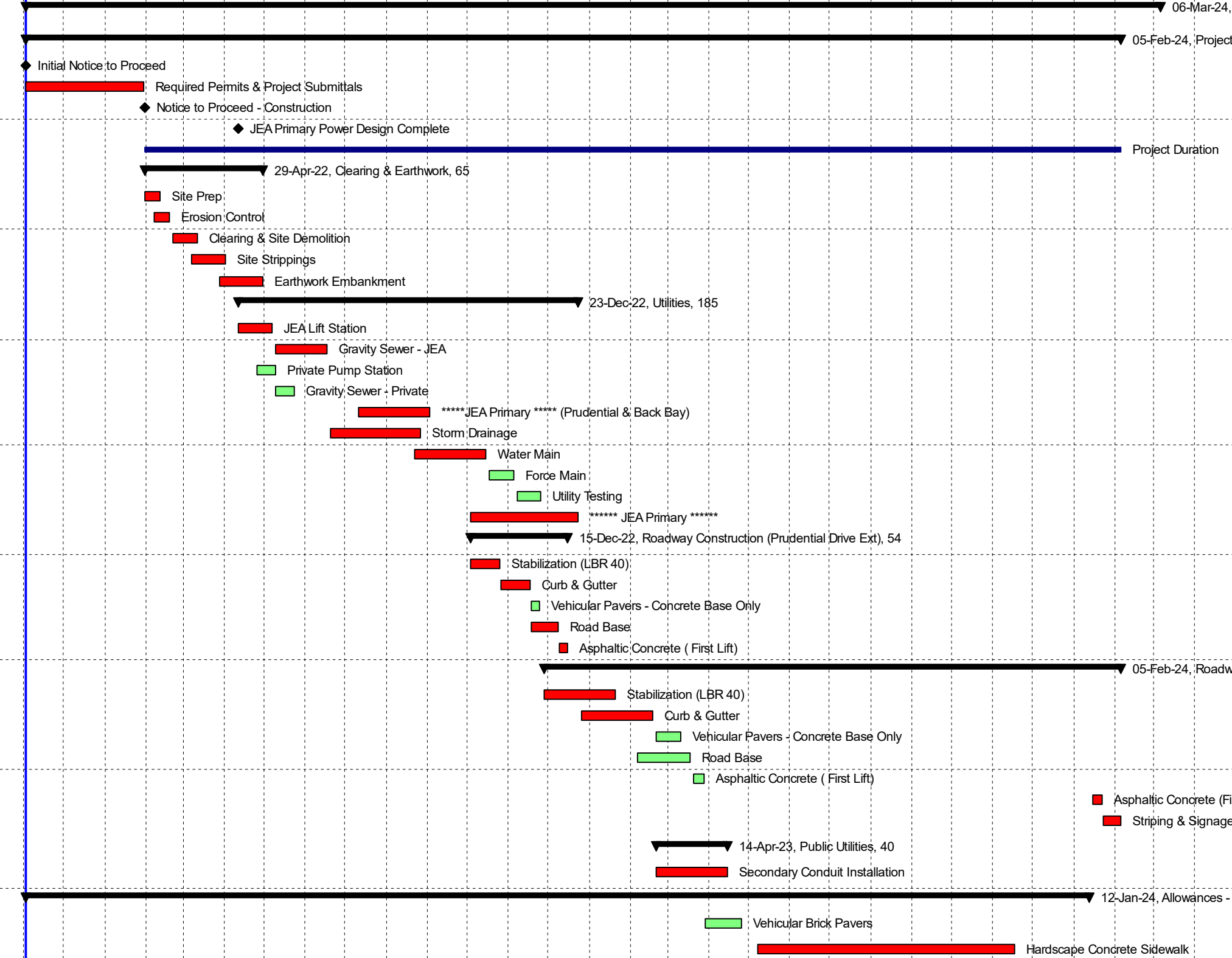
Stabilization (LBR 40)	40	28-Nov-22	20-Jan-23
Curb & Gutter	40	26-Dec-22	17-Feb-23
Vehicular Pavers - Concrete Base Only	15	20-Feb-23	10-Mar-23
Road Base	30	06-Feb-23	17-Mar-23
Asphaltic Concrete (First Lift)	7	20-Mar-23	28-Mar-23
Asphaltic Concrete (Final Lift)	6	15-Jan-24	22-Jan-24
Striping & Signage	10	23-Jan-24	05-Feb-24

Public Utilities

Secondary Conduit Installation	40	20-Feb-23	14-Apr-23
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Allowances - By Others

Vehicular Brick Pavers	20	29-Mar-23	25-Apr-23
Hardscape Concrete Sidewalk	140	08-May-23	17-Nov-23



**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
PHASE 3 – CRA PROJECT (PARKS, RIVERWALK, TRAIL, BOARDWALK, AND ROADWAYS)
PART III. FORM OF AGREEMENT – (H) TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
Phase 3 – CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
One thousand dollars and no cents Dollars \$ 1,000.00
 (Written) (Figures)
3. The amount listed above has been included within the Contract Price.

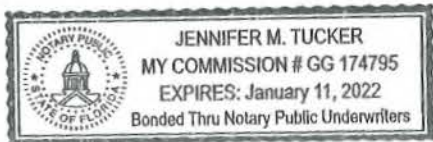
Dated this 16th day of August, 20121.

Contractor: J.B. Coxwell Contracting, Inc.

By: *Garland F. Chick, Jr.*
 Title: Vice President

STATE OF FL
 COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 16th day of August, 2021, by Garland F. Chick, Jr. of J.B. Coxwell Contracting, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.



Jennifer M. Tucker
 Notary Public, State of Florida
 Print Name: Jennifer M. Tucker
 Commission No.: GG 174795
 My Commission Expires: 1/11/2022

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

16C

This is **EXHIBIT K**, consisting of six (6) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated February 25, 2019.

Amendment Three To Task Order No. CRA 3

1. Background Data:

- a. Effective Date of Amendment: **May 17, 2021**
- b. Owner: **The District Community Development District**
- c. Engineer: **Kimley-Horn and Associates, Inc.**
- d. Specific Project: **CRA Improvements - Design**

2. Description of Modifications

Budget Modifications for Approved Tasks

Budgets for the following tasks will be modified as described below:

Task 1 – Project Management – Budget increase of \$100,000 based on effort expended to date and anticipated effort remaining.

Task 2 – Weekly Internal and Owner Meetings – Budget increase of \$100,000 based on effort expended to date and anticipated effort remaining.

Task 3 – Monthly Meetings with City’s Representative – Budget increase of \$10,000 based on effort expended to date and anticipated effort remaining.

Task 6 – Biological Services – Budget increase of \$40,000 for additional effort expended by subconsultants on permitting the bulkhead modification to allow for rip-rap installation at the eastern end of the riverfront and the permitting associated with the marsh boardwalk.

Task 13.3 – Park Design – Construction Documents (100% Plans) – Budget increase of \$118,000 for redesign of the Central Riverfront Park to incorporate THEVERMANY park layout.

Task 31 – Roadway and Streetscape Permitting – Budget increase of \$10,000. This additional budget amount is being moved from the CDD Project Roadway, Utility and Streetscape Permitting task (Task 25) to better balance the permitting budgets between the CDD and CRA Projects and is commensurate with the actual permitting efforts experienced.

Task 32 – Bidding and Value Engineering Assistance - Budget Increase of \$25,000. This additional budget is needed for the efforts associated with the Phase 3 bidding, determining that there were no responsive bidders, directly negotiating with four different contractors, and negotiating a contract with the selected contractor.

Task 33.1 – Prudential Drive Extension – Phase 1 – CPS – Budget reduction of \$13,300. This budget is being moved to the CDD Project School Board Parking Lot CPS Phase 1 task (Task 27.1).

Task 36 – Art Coordinator (Glenn Weiss) – Budget increase of \$1,500 based on effort expended to date and anticipated effort remaining.

Task 37 – Node Artist – Budget increase of \$125,000 based on the increase in size and scope of the node sculpture to be produced by THEVERYMANY, the node artist.

Addition of New Tasks and Associated Fee Project Budgets

The tasks listed below are being added to Task Order Number CRA 3 as part of this Amendment Three. Several of the tasks are attributable to both the CDD and CRA and accordingly the costs for these tasks are divided 50%/50% between the CDD and CRA. For those tasks attributable to both the CDD and CRA, the Fee Projection Budgets shown in the table included as Attachment 1 to this Amendment for the tasks below represent the 50% of the task amounts attributable to the CRA.

- Task 38 – Update Vision Document/Renderings
- Task 39 – Water taxi/kayak launch geotechnical subconsultant
- Task 40 – Water taxi/kayak launch design subconsultants
- Task 41 – Water taxi/kayak launch design coordination
- Task 42 – Design modifications based on DDRB approval
- Task 43 – Additional Permitting for DDRB approved modifications
- Task 44 – THEVERYMANY Central Park SD & DD
- Task 45 – THEVERYMANY Pavilion SD & DD
- Task 46 – THEVERYMANY Kiosk SD & DD



3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$2,243,000
b.	Net change for prior amendments:	\$1,519,750
c.	This amendment amount:	\$1,444,200
d.	Adjusted Task Order amount:	\$5,206,950

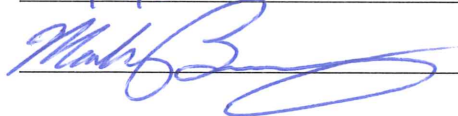
The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 17, 2021.

OWNER:

By: 
Title: Chairman
Date: 12/13/21
Signed: 

ENGINEER:

By: Martin T.J. Brenny
Title: Vice President
Date: 12/9/2021
Signed: 

**ATTACHMENT 1
SUMMARY OF TASK FEE PROJECTION ADJUSTMENTS**

Task	Description	Task Type	Fee Projection Budget	Adjustment to Fee Projection Budget	Revised Fee Projection Budget
1	Project Management	Hourly	\$125,000	\$100,000	\$225,000
2	Weekly Internal and Owner Meetings	Hourly	\$215,000	\$100,000	\$315,000
3	Monthly Meetings with City's Representative	Hourly	\$50,000	\$10,000	\$60,000
4	Surveying Services	Sub Reimb.	\$25,000	None	\$25,000
5	Geotechnical Services	Sub Reimb.	\$60,000	None	\$60,000
6	Biological Services	Sub Reimb.	\$60,000	\$40,000	\$100,000
7	Environmental Services				
7.1	Soil Management Plan	Lump Sum	\$55,000	None	\$55,000
7.2	Preparation of Dewatering Plan for JEA approval	Lump Sum	\$25,000	None	\$25,000
7.3	Meetings and Coordination with Remediation Contractor	Hourly	\$15,000	None	\$15,000
7.4	Health and Safety Plan	Lump Sum	\$5,000	None	\$5,000
7.5	ECMP for Prudential Drive Extension	Lump Sum	\$10,000	None	\$10,000
8	CMAR RFQ	Hourly	\$11,691	None	\$11,691
9	Preliminary Engineering Design (Invoiced under Task Order CRA One (1))	Hourly	N/A	None	N/A
10	Prudential Drive Extension – Phase 1 – Civil Engineering	Lump Sum	\$40,000	None	\$40,000
11	Prudential Drive Extension – Phase 1 - Permitting	Hourly	\$28,309	None	\$28,309
12	Structural Design				
12.1	Bulkhead Structural Plans	Lump Sum	\$150,000	None	\$150,000
12.2	Preparation of Marsh Boardwalk Structural Plans	Lump Sum	\$35,000	None	\$35,000
13	Park Design				
13.1	Schematic Design (30% Plans)	Lump Sum	\$50,000	None	\$50,000
13.2	Design Development (60% Plans)	Lump Sum	\$85,000	None	\$85,000
13.3	Construction Documents (100% Plans)	Lump Sum	\$184,000	\$116,000	\$300,000
14	Riverwalk Design				
14.1	Schematic Design (30% Plans)	Lump Sum	\$30,000	None	\$30,000
14.2	Design Development (60% Plans)	Lump Sum	\$50,000	None	\$50,000
14.3	Construction Documents (100% Plans)	Lump Sum	\$80,000	None	\$80,000

15	Marsh Boardwalk and Overland Trail				
15.1	Schematic Design (30% Plans)	Lump Sum	\$15,000	None	\$15,000
15.2	Design Development (60% Plans)	Lump Sum	\$18,000	None	\$18,000
15.3	Construction Documents (100% Plans)	Lump Sum	\$45,000	None	\$45,000
16	Meetings and Coordination with Review Agencies	Hourly	\$30,000	None	\$30,000
17	Bulkhead and Marsh Boardwalk Structural Permitting Support	Hourly	\$60,000	None	\$60,000
18	Parks, Riverwalk, Boardwalk, Trail Permitting	Hourly	\$56,000	None	\$56,000
19	Tree Mitigation, Relocation and Permitting	Hourly	\$7,500	None	\$7,500
20	Mass Grading Plan	Lump Sum	\$25,000	None	\$25,000
21	Opinions of Cost, Phasing, and CMAR Coord.	Hourly	\$25,000	None	\$25,000
22	Dry Utility Coordination	Hourly	\$35,000	None	\$35,000
23	Dry Utility Layout (Optional)	Hourly	\$35,000	None	\$35,000
24	Roadway Conceptual Design (30% Plans)	Lump Sum	\$45,000	None	\$45,000
25	Vision Document	Hourly	\$30,250	None	\$30,250
26	Streetscape Conceptual Design (30% Plans)	Lump Sum	\$30,000	None	\$30,000
27	Roadway Design Development (60% Plans)	Lump Sum	\$120,000	None	\$120,000
28	Streetscape Design Development (60%) Plans	Lump Sum	\$50,000	None	\$50,000
29	Roadway Construction Documents (100% Plans)	Lump Sum	\$215,000	None	\$215,000
30	Streetscape Construction Documents (100% Plans)	Lump Sum	\$120,000	None	\$120,000
31	Roadway and Streetscape Permitting	Hourly	\$60,000	\$10,000	\$70,000
32	Bidding and Value Engineering Assistance	Hourly	\$75,000	\$25,000	\$100,000
33	Limited Construction Phase Services (CPS)				
33.1	Prudential Drive Extension – Phase 1 - CPS	Hourly	\$20,000	(\$13,300)	\$6,700
33.2	CRA Improvements CPS – Phase 2	Hourly	\$360,000	None	\$360,000
33.3	Environmental observation, testing, and reporting - Phase 1 Prudential Drive Extension	Hourly	\$15,000	None	\$15,000
33.4	Environmental observation, testing, and reporting - Phase 2	Hourly	\$360,000	None	\$360,000
33.5	Environmental Monitoring well reinstallation coordination	Hourly	\$9,000	None	\$9,000
33.6	Environmental Meetings and coordination with FDEP	Hourly	\$25,000	None	\$25,000
34	Park and Node Theming and Design Services	Sub Reimb.	\$13,000	None	\$13,000
35	Architectural Services	Sub Reimb.	\$110,000	None	\$110,000

36	Art Coordinator (Glenn Weiss)	Sub Reimb.	\$5,000	\$1,500	\$6,500
37	Node Artist	Sub Reimb.	\$210,000	\$125,000	\$335,000
38	Update Vision Document/ Renderings	Hourly	\$0	\$25,000	\$25,000
39	Water taxi/kayak launch geotechnical subconsultant	Sub Reimb.	\$0	\$20,000	\$20,000
40	Water taxi/ kayak launch design subconsultants	Sub Reimb.	\$0	\$30,000	\$30,000
41	Water taxi/kayak launch design coordination	Hourly	\$0	\$15,000	\$15,000
42	Design modifications based on DDRB approval	Lump Sum	\$0	\$100,000	\$100,000
43	Additional Permitting for DDRB Approved Modifications	Hourly	\$0	\$75,000	\$75,000
44	THEVERYMANY Central Park SD & DD	Sub Reimb.	\$0	\$310,000	\$310,000
45	THEVERYMANY Pavilion SD & DD	Sub Reimb.	\$0	\$245,000	\$245,000
46	THEVERYMANY Kiosk SD & DD	Sub Reimb.	\$0	\$110,000	\$110,000
EXP 1	Direct Expense Reimbursement Budget	Reimb.	\$35,000	None	\$35,000
EXP 2	Expenses for lab and other fees for Phases 1 & 2 (Tasks 33.3 and 33.4)	Reimb.	\$75,000	None	\$75,000
EXP 3	Dust Monitoring (Tasks 33.3 and 33.4)	Reimb.	\$15,000	None	\$15,000
EXP 4	Reinstall monitoring wells after Phase 2 (Task 33.5)	Reimb.	\$25,000	None	\$25,000
Total of Subconsultant Reimbursable Tasks			\$483,000	\$881,500	\$1,364,500
Total of Lump Sum Tasks			\$1,482,000	\$216,000	\$1,698,000
Total of Hourly Task Budgets			\$1,647,750	\$346,700	\$1,994,450
Total of Reimbursable Expense Budget			\$150,000	\$0	\$150,000

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

16D

This is **EXHIBIT K**, consisting of seven (7) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated February 25, 2019.

Amendment Three To Task Order No. CDD 5

1. Background Data:

- a. Effective Date of Amendment: **May 17, 2021**
- b. Owner: **The District Community Development District**
- c. Engineer: **Kimley-Horn and Associates, Inc.**
- d. Specific Project: **CDD Improvements - Design**

2. Description of Modifications

Budget Modifications for Approved Tasks

Budgets for the following tasks will be modified as described below:

Task 1 – Project Management – Budget increase of \$100,000 based on effort expended to date and anticipated effort remaining.

Task 2 – Weekly Internal and Owner Meetings – Budget increase of \$100,000 based on effort expended to date and anticipated effort remaining.

Task 3 – Monthly Meetings with City’s Representative – Budget increase of \$10,000 based on effort expended to date and anticipated effort remaining.

Task 7.3 – Meetings and Coordination with Remediation Contractor – Budget reduction of \$10,000 based on effort expended to date and anticipated effort remaining.

Task 25 – Roadway, Utility and Streetscape Permitting – Budget reduction of \$10,000. This \$10,000 of budget is being moved to the CRA Project Roadway and Streetscape Permitting (Task 31). This budget transfer better balances the permitting budgets between the CDD and CRA Projects and is commensurate with the actual permitting efforts experienced.

Task 26 – Bidding and Value Engineering Assistance – Budget increase of \$25,000. This additional budget is needed for the efforts associated with the Phase 3 bidding, determining that there were no responsive bidders, directly negotiating with four different contractors, and negotiating a contract with the selected contractor.

Task 27.1 – School Board Parking Lot CPS Phase 1 – Budget increase of \$25,000. A portion of this budget increase (\$13,300) consists of budget being transferred from CRA Project Task 33.1 – Prudential Drive Extension – Phase 1

– CPS. The additional budget increase (\$11,700) is based on the effort expended to date and anticipated effort remaining.

Task EXP 5 – ECS – HCS modification and extraction well installation – Budget reduction of \$30,000 based on effort expended to date and anticipated effort remaining.

Addition of New Tasks and Associated Fee Project Budgets

The tasks listed below are being added to Task Order Number CDD 5 as part of this Amendment Three. Several of the tasks are attributable to both the CDD and CRA and accordingly the costs for these tasks are divided 50%/50% between the CDD and CRA. For those tasks attributable to both the CDD and CRA, the Fee Projection Budgets shown in the table included as Attachment 1 to this Amendment for the tasks below represent the 50% of the task amounts attributable to the CDD.

- Task 28 – Update Vision Document/Renderings
- Task 29 – DDRB application for Master Plan Modifications
- Task 30 – Marina geotechnical subconsultant
- Task 31 – Marina design subconsultants
- Task 32 – Marina design coordination
- Task 33 – Design modifications based on DDRB approval
- Task 34 – Design of Eastern and Southern Retaining Wall
- Task 35 – Design of CDD lift station
- Task 36 – Additional permitting for DDRB approved modifications
- Task 37 – Prepare CDD Design Guidelines

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$1,680,000
b.	Net change for prior amendments:	\$1,289,500
c.	This amendment amount:	\$760,000
d.	Adjusted Task Order amount:	\$3,729,500

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 17, 2021.

OWNER:

By: Arthur E. Lancaster

Title: Chairman

Date: 12/13/21

Signed: Arthur E. Lancaster

ENGINEER:

By: Martin T.J. Brenny

Title: Vice President

Date: 12/9/2021

Signed: Martin T.J. Brenny

ATTACHMENT 1
SUMMARY OF TASK FEE PROJECTION ADJUSTMENTS

Task	Description	Task Type	Approved Fee Projection Budget	Adjustment to Fee Projection Budget	Revised Fee Projection Budget
1	Project Management	Hourly	\$125,000	\$100,000	\$225,000
2	Weekly Internal and Owner Meetings	Hourly	\$215,000	\$100,000	\$315,000
3	Monthly Meetings with City's Representative	Hourly	\$50,000	\$10,000	\$60,000
4	Surveying Services	Sub Reimb.	\$25,000	None	\$25,000
5	Geotechnical Services	Sub Reimb.	\$20,000	None	\$20,000
6	Biological Services	Sub Reimb.	\$5,000	None	\$5,000
7	Environmental Services				
7.1	Soil Management Plan	Lump Sum	\$70,000	None	\$70,000
7.2	Preparation of Dewatering Plan for JEA approval	Lump Sum	\$25,000	None	\$25,000
7.3	Meetings and Coordination with Remediation Contractor	Hourly	\$25,000	(\$10,000)	\$15,000
7.4	Health and Safety Plan	Lump Sum	\$5,000	None	\$5,000
7.5	Environmental Coordination for HCS Relocation	Lump Sum	\$7,500	None	\$7,500
8	CMAR RFQ	Hourly	\$11,863	None	\$11,863
9	Preliminary Engineering Design (Invoiced under Task Order CDD Three (3))	Hourly	N/A	None	N/A
10	School Board Parking – Civil Engineering	Lump Sum	\$45,000	None	\$45,000
11	School Board Parking - Permitting	Hourly	\$33,137	None	\$33,137
12	Stormwater Compensation Credits	Hourly	\$35,000	None	\$35,000
13	Tree Mitigation, Relocation and Permitting	Hourly	\$7,500	None	\$7,500
14	Mass Grading Plan	Lump Sum	\$25,000	None	\$25,000
15	Opinions of Cost, Phasing, and CMAR Coord.	Hourly	\$25,000	None	\$25,000
16	Dry Utility Coordination	Hourly	\$35,000	None	\$35,000

17	Dry Utility Layout (Optional)	Hourly	\$35,000	None	\$35,000
18	Roadway and Utility Conceptual Design (30% Plans)	Lump Sum	\$60,000	None	\$60,000
19	Vision Document	Hourly	\$30,000	None	\$30,000
20	Streetscape Conceptual Design (30% Plans)	Lump Sum	\$40,000	None	\$40,000
21	Roadway and Utility Design Development (60% Plans)	Lump Sum	\$150,000	None	\$150,000
22	Streetscape Design Development (60%) Plans	Lump Sum	\$65,000	None	\$65,000
23	Roadway and Utility Construction Documents (100% Plans)	Lump Sum	\$300,000	None	\$300,000
24	Streetscape Construction Documents (100% Plans)	Lump Sum	\$165,000	None	\$165,000
25	Roadway, Utility and Streetscape Permitting	Hourly	\$90,000	(\$10,000)	\$80,000
26	Bidding and Value Engineering Assistance	Hourly	\$75,000	\$25,000	\$100,000
27	Limited Construction Phase Services (CPS)				
27.1	School Board Parking Lot CPS Phase 1	Hourly	\$25,000	\$25,000	\$50,000
27.2	CDD Improvements CPS – Phase 2	Hourly	\$360,000	None	\$360,000
27.3	Environmental Coordination, observation, and reporting abandonment of monitoring wells	Hourly	\$10,000	None	\$10,000
27.4	Environmental Observation, tracking, testing, reporting during construction of new School Board Parking Lot (Phase 1)	Hourly	\$58,000	None	\$58,000
27.5	Environmental Coordination of HCS system reinstallation and monitoring well reinstallation	Hourly	\$6,000	None	\$6,000
27.6	Environmental Observation, tracking, testing, reporting during construction (Phase 2)	Hourly	\$360,000	None	\$360,000
27.7	Environmental Monitoring Well Reinstallation Coordination	Hourly	\$9,000	None	\$9,000

27.8	Environmental Meetings and coordination with FDEP during Phase 2	Hourly	\$30,000	None	\$30,000
28	Update Vision Document/Renderings	Hourly	\$0	\$25,000	\$25,000
29	DDRB application for Master Plan Modifications	Hourly	\$0	\$30,000	\$30,000
30	Marina Geotechnical Subconsultant	Sub Reimb.	\$0	\$80,000	\$80,000
31	Marina Design Subconsultants	Sub Reimb.	\$0	\$120,000	\$120,000
32	Marina Design Coordination	Hourly	\$0	\$60,000	\$60,000
33	Design modifications based on DDRB approval	Lump Sum	\$0	\$100,000	\$100,000
34	Design of Eastern and Southern Retaining Wall	Lump Sum	\$0	\$25,000	\$25,000
35	Design of CDD lift station	Lump Sum	\$0	\$10,000	\$10,000
35	Additional Permitting for DDRB approved Modifications	Hourly	\$0	\$75,000	\$75,000
37	Prepare CDD Design Guidelines	Hourly	\$0	\$25,000	\$25,000
EXP 1	Direct Expense Reimbursement Budget	Reimb.	\$35,000	None	\$35,000
EXP 2	JEA Dewatering Permit (Task 7.2) for lab fees	Reimb.	\$3,000	None	\$3,000
EXP 3	ECS - RAP Mod (Task 7.5)	Reimb.	\$3,500	None	\$3,500
EXP 4	Well drilling for abandonment of wells (Task 27.3)	Reimb.	\$20,000	None	\$20,000
EXP 5	ECS – HCS modification and extraction well installation	Reimb.	\$110,000	(\$30,000)	\$80,000
EXP 6	Expenses for lab and other fees for Phase 1 New School Board Parking Lot (Task 27.4)	Reimb.	\$20,000	None	\$20,000
EXP 7	Expenses for lab and other fees for Phase 2 (Task 27.6)	Reimb.	\$80,000	None	\$80,000
EXP 8	Dust Monitoring (Tasks 27.4 and 27.6)	Reimb.	\$15,000	None	\$15,000
EXP 9	Reinstall monitoring wells after Phase 2 (Task 27.7)	Reimb.	\$25,000	None	\$25,000
Total of Subconsultant Reimbursable Tasks			\$50,000	\$200,000	\$250,000
Total of Lump Sum Tasks			\$957,500	\$135,000	\$1,092,500

Total of Hourly Task Budgets	\$1,650,500	\$455,000	\$2,105,500
Total of Reimbursable Expense Budget	\$311,500	(\$30,000)	\$281,500

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

17

The District Community Development District

Financial Statements
(Unaudited)

Period Ending

October 31, 2021

**THE DISTRICT CDD
BALANCE SHEET
October 31, 2021**

	<u>GENERAL FUND</u>	<u>2020 DEBT SERVICE</u>	<u>2020 ACQUISITION & CONSTRUCTION</u>	<u>CONSOLIDATED TOTAL</u>
ASSETS:				
CASH	\$ 1,005	\$ -	\$ 15,805,703	\$ 15,806,709
MMK ACCOUNT	-	-	-	-
DEPOSIT-UTILITY	-	-	-	-
INVESTMENTS:				
REVENUE FUND	-	88	-	88
RESERVE FUND	-	3,379,551	-	3,379,551
INTEREST FUND	-	2,674,220	-	2,674,220
GENERAL REDEMPTION		1,173		1,173
ACCOUNTS RECEIVABLE	24,331	-	-	24,331
PREPAID ITEMS	-	-	-	-
TOTAL ASSETS	<u>\$ 25,336</u>	<u>\$ 6,055,032</u>	<u>\$ 15,805,703</u>	<u>\$ 21,886,071</u>
 LIABILITIES & FUND BALANCE				
LIABILITIES:				
ACCOUNTS PAYABLE	\$ 9,642	\$ -	\$ 994,296	\$ 1,003,939
 FUND BALANCES:				
NONSPENDABLE - PREPAID AND DEPOSITS	-	-	-	-
RESTRICTED FOR SPECIAL REVENUE FUND	15,693	6,055,032	14,811,407	20,882,133
RESTRICTED FOR CONSTRUCTION FUND				-
ASSIGNED:	-	-	-	-
UNASSIGNED:				-
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 25,336</u>	<u>\$ 6,055,032</u>	<u>\$ 15,805,703</u>	<u>\$ 21,886,071</u>

**THE DISTRICT CDD
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2021 Ending October 31, 2021**

	FY2021 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
DEVELOPER FUNDING/SPECIAL ASSESSMENTS	\$ 241,800	\$ 20,150	\$ 5,570	\$ (14,580)
INTEREST REVENUE	-	-	1	1
TOTAL REVENUE	241,800	20,150	5,571	(14,579)
EXPENDITURES				
GENERAL ADMINISTRATIVE:				
BOARD OF SUPERVISORS PAYROLL	-	-	-	-
PAYROLL TAXES	-	-	-	-
PAYROLL SERVICES	-	-	-	-
MANAGEMENT CONSULTING SERVICES	18,000	1,500	-	1,500
ADMINISTRATIVE SERVICES	30,000	2,500	-	2,500
CONSTRUCTION ACCOUNTING SERVICES	10,000	833	-	833
MISCELLANEOUS (Printing, Binding, Mailing & Postage)	-	-	-	-
MEETING ROOM RENTAL	900	75	-	75
BANKING FEES	300	25	-	25
AUDITING	2,950	246	-	246
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	750	63	-	63
ENGINEERING SERVICES	36,000	3,000	-	3,000
LEGAL SERVICES	50,000	4,167	5,149	(982)
WEBSITE ADMINISTRATION	2,265	2,015	2,015	-
TOTAL GENERAL ADMINISTRATIVE	151,340	14,598	7,339	7,260
INSURANCE:				
INSURANCE (General Liability)	5,920	5,638	5,570	68
TOTAL INSURANCE	5,920	5,638	5,570	68
DEBT SERVICE ADMINISTRATION:				
DISSEMINATION AGENT	5,000	5,000	5,000	-
TRUSTEE FEES	8,890	741	-	741
ARBITRAGE	650	54	-	54
TOTAL DEBT SERVICE ADMINISTRATION	14,540	5,795	5,000	795
FIELD OPERATIONS:				
MONITORING & REPORTING COSTS	40,000	3,333	-	3,333
SCHOOL BOARD PARKING LOT CUSTODIAL SERVICES	-	-	-	-
PRUDENTIAL DRIVE LANDSCAPE & IRRIGATION MAINTENANCE	-	-	-	-
PROJECT MANAGEMENT SERVICES	-	-	-	-
FIELD OPERATIONS CONTINGENCY	30,000	2,500.00	-	2,500
TOTAL FIELD OPERATIONS	70,000	5,833	-	5,833
TOTAL EXPENDITURES	241,800	31,865	17,909	13,956
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(11,715)	(12,338)	(623)
FUND BALANCE - BEGINNING	-	-	28,031	28,031
FUND BALANCE - ENDING	\$ -	\$ (11,715)	\$ 15,693	\$ 27,408

THE DISTRICT CDD
DEBT SERVICE SERIES 2020
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2021 Ending October 31, 2021

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
DS BOND PROCEEDS	\$ -
INTEREST	30
TOTAL REVENUE	<u>30</u>
EXPENDITURES	
GENERAL ADMINISTRATIVE:	
COI EXPENSES	-
INTEREST EXPENSE	-
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	30
FUND BALANCE - BEGINNING	6,055,002
FUND BALANCE - ENDING	<u><u>\$ 6,055,032</u></u>

THE DISTRICT CDD
2020 ACQUISITION & CONSTRUCTION
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Period Starting October 1, 2021 Ending October 31, 2021

	ACTUAL YEAR-TO-DATE
REVENUE	
BOND PROCEEDS	\$ -
INTEREST	91
TOTAL REVENUE	91
 EXPENDITURES	
ENGINEERING SERVICES	-
LEGAL SERVICES	-
CONSTRUCTION EXPENDITURES	1,651,074
TOTAL EXPENDITURES	1,651,074
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(1,650,983)
 FUND BALANCE - BEGINNING	16,462,390
FUND BALANCE - ENDING	\$ 14,811,407

THE DISTRICT
Community Development District
Bank Reconciliation
October 31, 2021

	Bank United
	Account
Balance Per Bank Statement	\$ 8,140.38
Less: Outstanding Checks	(7,135.28)
<i>Adjusted Bank Balance</i>	<u>\$ 1,005.10</u>
Beginning Bank Balance Per Books	\$ 12,077.12
Cash Receipts	5,570.98
Cash Disbursements	(16,643.00)
<i>Balance Per Books</i>	<u>\$ 1,005.10</u>

**THE DISTRICT CDD
FY2021
CHECK REGISTER**

Date	Num	Name	Memo	Debit	Credit	BU Balance
10/1/2021						\$ 12,077.12
10/01/2021	1106	Innersync	ADA Website Hosting		1,515.00	10,562.12
10/12/2021	1107	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Fee FY21/22		175.00	10,387.12
10/19/2021	1108	DPFG MANAGEMENT & CONSULTING, LLC	Construction Accounting Services		8,017.72	2,369.40
10/25/2021	1109	Hopping Green & Sams	Construction Legal Services		1,365.28	1,004.12
10/29/2021	WIRE	Elements Development of Jacksonville, LLC	Developer Funding	5,570.00		6,574.12
10/29/2021	1110	Egis Insurance Advisors, LLC	Insurance Policy # 100120402 (10/1/21-10/1/2022)		5,570.00	1,004.12
10/31/2021			Interest	0.98		1,005.10
10/31/2021				5,570.98	16,643.00	1,005.10

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

18

1 **MINUTES OF MEETING**

2 **THE DISTRICT**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of The District Community Development District
5 was held on Monday, October 18, 2021 at 1:30 p.m. at 602 Shetter Avenue, Jacksonville Beach, FL.

6 **FIRST ORDER OF BUSINESS – Call to Order**

7 Ms. Thibault called the meeting to order and conducted roll call.

8 Present and constituting a quorum were:

9 Art Lancaster Board Supervisor, Chairman
10 John Dodson Board Supervisor, Vice Chairman
11 Jay Dodson Board Supervisor, Assistant Secretary

12 Also present were:

13 Patricia Thibault District Manager, DPGF Management & Consulting
14 Sarah Sandy (*via phone*) District Counsel, Hopping Green & Sams
15 Bill Schilling (*via phone*) District Engineer, Kimley-Horn & Associates, Inc.
16 Josh Cockriel Kimley-Horn & Associates, Inc.

17 *The following is a summary of the discussions and actions taken at the October 18, 2021 The District CDD*
18 *Board of Supervisors Regular Meeting.*

19 **SECOND ORDER OF BUSINESS – Administration Matters**

20 A. Audience Comments on Administrative Matters (*limited to 3 minutes per individual for*
21 *administrative agenda items*)

22 There being none, the next item followed.

23 B. Exhibit 1: Consideration for Approval – Regular Meeting Minutes, August 19, 2021

24 On a MOTION by Mr. Lancaster, SECONDED by Mr. Jay Dodson, WITH ALL IN FAVOR, the Board
25 approved the Minutes of the Board of Supervisors Regular Meeting held on August 19, 2021, for The
26 District - A Community Development District.

27 C. Exhibit 2: Consideration for Acceptance – the Unaudited September 2021 Financial Statements &
28 Purchase Order Report

29 On a MOTION by Mr. John Dodson, SECONDED by Mr. Lancaster, WITH ALL IN FAVOR, the Board
30 accepted the Unaudited September 2021 Financial Statements & Purchase Order Report for The District -
31 A Community Development District.

32 **THIRD ORDER OF BUSINESS – Business Matters**

33 A. Audience Comments on Business Matters (*limited to 3 minutes per individual for business matters*
34 *agenda items*)

35 There being none, the next item followed.

36 B. Exhibit 3: Presentation of Rivers Edge Change Order Analysis

37 Ms. Thibault advised that the only change order as of July 31 was a \$10.00 accounting change
38 order.

39 On a MOTION by Mr. Jay Dodson, SECONDED by Mr. John Dodson, WITH ALL IN FAVOR, the Board
40 accepted the Rivers Edge Change Order Analysis, for The District - A Community Development District.

41 C. Exhibit 4: Consideration & Adoption of **Resolution 2022-01**, Ratification of Direction to Direct
42 Purchase Phase 3 Construction Services

43 On a MOTION by Mr. Lancaster, SECONDED by Mr. Jay Dodson, WITH ALL IN FAVOR, the Board
44 adopted **Resolution 2022-01**, Ratification of Direction to Direct Purchase Phase 3 Construction Services,
45 for The District - A Community Development District.

46 D. Exhibit 5: Consideration & Adoption of **Resolution 2022-02**, Designating of Assistant Treasurer

47 On a MOTION by Mr. Jay Dodson, SECONDED by Mr. John Dodson, WITH ALL IN FAVOR, the Board
48 adopted **Resolution 2022-02**, Designating of Assistant Treasurer, for The District - A Community
49 Development District.

50 E. Exhibit 6: Consideration of Construction Funding Agreement

51 On a MOTION by Mr. Jay Dodson, SECONDED by Mr. John Dodson, WITH ALL IN FAVOR, the Board
52 approved the Construction Funding Agreement, in substantial form, for The District - A Community
53 Development District.

54 F. Exhibit 7: Consideration of Phase 3 CDD Project

- 55 ➤ Exhibit A: EJCDC Standard Form Agreement
- 56 ➤ Exhibit B: EJCDC Standard General Conditions
- 57 ➤ Exhibit C: EJCDC Supplementary Conditions
- 58 ➤ Exhibit D: Payment & Performance Bonds

59 G. Exhibit 8: Consideration of Phase 3 CRA Project

- 60 ➤ Exhibit A: EJCDC Standard Form Agreement
- 61 ➤ Exhibit B: EJCDC Standard General Conditions
- 62 ➤ Exhibit C: EJCDC Supplementary Conditions
- 63 ➤ Exhibit D: Payment & Performance Bond

64 Mr. Schilling discussed the pricing of the project with the Board and fielded questions regarding
65 potential items to bring costs down.

66 On a MOTION by Mr. Jay Dodson, SECONDED by Mr. John Dodson, WITH ALL IN FAVOR, the Board
67 approved the Construction Services Agreements with JB Coxwell Phase 3 CDD and CRA Project, in
68 substantial form, in an amount not to exceed \$36,200,000, for The District - A Community Development
69 District.

70 H. Exhibit 9: Consideration of Amendment to Brownfield Site Rehabilitation Agreement

71 On a MOTION by Mr. John Dodson, SECONDED by Mr. Jay Dodson, WITH ALL IN FAVOR, the Board
72 approved authorizing The District to enter into the Amendment to the Brownfield Site Rehabilitation
73 Agreement and Clean Closure Plan, in substantial form, for The District - A Community Development
74 District.

75 I. Discussion to Move November Meeting to Monday, November 29

76 On a MOTION by Mr. Jay Dodson, SECONDED by Mr. Lancaster, WITH ALL IN FAVOR, the Board
77 approved rescheduling the November Meeting to Monday, November 29, 2021, for The District - A
78 Community Development District.

79 **FOURTH ORDER OF BUSINESS – Consent Agenda**

- 80 A. Exhibit 10: Ratification of General Construction Change Order No. 01
81 B. Exhibit 11: Ratification of Shoreline Foundation Change Order No. 01
82 C. Exhibit 12: Ratification of CRA Project – Phase 2 Seawall & Retaining Wall Replacement
83 Ms. Thibault stated that she had nothing further to report.

84 On a MOTION by Mr. Lancaster, SECONDED by Mr. Jay Dodson, WITH ALL IN FAVOR, the Board
85 approved the ratification of all items of the Consent Agenda, for The District - A Community Development
86 District.

87 **FIFTH ORDER OF BUSINESS – Staff Reports**

- 88 A. District Manager
89 Ms. Thibault stated that she had nothing further to report.
90 B. District Counsel
91 Ms. Sandy stated that she had nothing further to report.
92 C. District Engineer
93 Ms. Sandy asked for Mr. Schilling’s input on potentially continuing the meeting as needed for
94 execution of the contract for Phase 3 improvements. Mr. Schilling stated that they would be doing
95 everything within their power to have the contract signed and underway, and suggested a continued
96 meeting date and time of October 26 at 1:30 p.m.

97 **SIXTH ORDER OF BUSINESS – Supervisors Requests**

98 There being none, the next item followed.

99 **SEVENTH ORDER OF BUSINESS – Audience Comments – New Business – (limited to 3 minutes per
100 individual for non-agenda items)**

101 There being none, the next item followed.

102 **EIGHTH ORDER OF BUSINESS – Adjournment**

103 Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to
104 continue the meeting to October 26, 2021, at 1:30 p.m., at the same address. There being none, Mr.
105 Lancaster made a motion to continue the meeting.

106 On a MOTION by Mr. Lancaster, SECONDED by Jay Dodson, WITH ALL IN FAVOR, the Board
107 continued the meeting for The District – A Community Development District to October 26, 2021, at 1:30
108 p.m., at the same address.

109 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
110 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
111 *including the testimony and evidence upon which such appeal is to be based.*

112 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
113 meeting held on November 29, 2021.
114

Signature

Signature

Printed Name

Printed Name

115 Title: Secretary Assistant Secretary

Title: Chairman Vice Chairman

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

1901

From: [Craig Wrathell](#)
To: [Sandy, Sarah R.](#); [Patricia C. Thibault \(pthibault@dpfgmc.com\)](#)
Cc: [Daphne Gillyard](#); [Gianna Denofrio](#); [Jeffrey Pinder](#); [Stephanie Schackmann](#); [Cindy Cerbone](#); [Michal Szymonowicz](#); [Michael Hoyos](#); [Han Liu](#); [Craig Wrathell](#)
Subject: Fw: The District - Transition Process
Date: Thursday, December 2, 2021 4:38:09 PM
Attachments: [Notice Letter of Termination to DPFPG for District Management Services - District CDD 4871-7980-9796 v.1.pdf](#)
[Outlook-h2o4smmu.png](#)

Sarah & Patricia

Good afternoon. Thank you both for all your help on the transition plan discussions. Based upon our communications, below is an updated transition plan summary. Please let me know if you have any questions or concerns. If you are in agreement with the plan, please advise.

1. District Counsel has sent the 60-day written notice (attached above). DPFPG will be paid for the 60 days and will render services through January 31, 2022.
2. WHA ('Wrathell, Hunt & Associates') will prepare the December 20th Board meeting agenda and run that meeting and all meetings thereafter. WHA will be preparing and running the required public advertisements and transcribing Board meeting minutes for the December 20th Board meeting and onward.
3. At the December 20th Board meeting, the Board will consider a resolution to transition Craig Wrathell into the Secretary position, Cindy Cerbone as Assistant Secretary, and remove DPFPG from the Secretary and Assistant Secretary positions; **effective December 20th**. This officer resolution will also name Craig Wrathell as Treasurer (**effective February 1, 2022**), Jeffrey Pinder as Assistant Treasurer (**effective February 1, 2022**), and remove the remaining DPFPG officers (assumed to be Treasurer and Assistant Treasurer) at midnight on January 31, 2022.
4. At the December 20th Board meeting, a proposal will be presented to the Board for consideration for Strange Zone Inc to be engaged as CDD webmaster. Until January 31, 2022, DPFPG will continue serve as webmaster for the CDD and will timely post agendas and public documents to the CDD website. February 1, 2022 and onward, Strange Zone Inc will take over as webmaster.
5. Leading up to February 1st, WHA will coordinate with the CDD bank(s) to ensure we can cut checks on February 1st. Through the end of business on January 31, 2022, DPFPG will continue to timely pay the district's bills, prepare the unaudited financials, and continue to work with the independent auditor to provide what is needed for the Fiscal Year 2021 independent audit to continue uninterrupted.
6. Patricia graciously offered to share her established written process regarding grant payment requests to the City. WHA will take over the grant reimbursement request process from February 1st and onward. DPFPG will copy WHA (Craig Wrathell, Cindy Cerbone, Jeffrey Pinder, and Stephanie Schackmann) on city grant payment request communications and submitted reimbursement requests.
7. DPFPG will continue to timely prepare estoppel letters through January 31, 2022 and copy WHA (Craig Wrathell, Cindy Cerbone, and Michal Szymonowicz) on estoppel letter communications and estoppel letters issued.
8. WHA will prepare the supplemental assessment methodology and handle the planned upcoming issuance of \$5 million in draw-down bonds.

9. WHA will take over the bond requisition process effective February 1st. DPFPG will continue to work with the District Engineer and district professionals to process bond requisitions through the end of business on January 31, 2022. DPFPG will copy WHA (Craig Wrathell, Cindy Cerbone, Jeffrey Pinder, and Stephanie Schackmann) on bond requisition related communications and bond requisitions submitted to the trustee.
10. DPFPG will coordinate with Daphne Gillyard (Admin), Jeffrey Pinder (Accounting), Stephanie Schackmann (Accounting), and Michal Szymonowicz (Assessment rolls, estoppels, methodologies) on the transition of any and all electronic and paper (or any other medium) files, data, documents, reports, records of the district, and etc.

I am happy to discuss.

Thanks Craig

Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Toll-free: (877)276-0889
Phone: (561)571-0010
Fax: (561)571-0013
www.whassociates.com

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

19C11

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. District Community Development District, the real property owner (“Owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the Owner’s property (“the Property”) generally located at 801 Broadcast Place, Jacksonville, Duval County, Florida, as described in **Attachment A** attached hereto, beginning on the date of execution of the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as amended) for the brownfield site assigned the Brownfield Site Identification Number BF160101001 and ending on such date as deemed appropriate by the Department or the successful completion of the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as amended), whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the Owner.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as amended).
8. The Owner acknowledges the Property consists of a portion of the Southside Generating Station Brownfield Site (BF160101001), which is subject to site rehabilitation and corrective action pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (“RCRA”), as administered by the Department via delegation, and pursuant to applicable Florida law. The Owner acknowledges the Southside Generating Station Brownfield Site (BF160101001) is subject to a Brownfield Site Rehabilitation Agreement and Clean Closure Plan, as amended, and Site Rehabilitation Completion Order with Controls, dated August 17, 2017, issued by the Department. The Owner further acknowledges responsibility for compliance with applicable environmental laws, rules, and regulations, including provisions of Chapters 376 and 403, Florida Statutes, rules of the Department, and federal RCRA regulations in connection with its ownership of the Property.

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

602 Shetter Avenue, Jacksonville Beach, Florida 32250

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 18, 2021	Regular Meeting	1:30 PM
October 26, 2021	Continued Regular Meeting	1:00 PM
November 29, 2021 CANCELED	Regular Meeting	1:30 PM
December 20, 2021	Regular Meeting	1:30 PM
January 17, 2022	Regular Meeting	1:30 PM
February 21, 2022	Regular Meeting	1:30 PM
March 21, 2022	Regular Meeting	1:30 PM
April 18, 2022	Regular Meeting	1:30 PM
May 16, 2022	Regular Meeting	1:30 PM
June 20, 2022	Regular Meeting	1:30 PM
July 18, 2022	Regular Meeting	1:30 PM
August 15, 2022	Public Hearing and Regular Meeting	1:30 PM
September 19, 2022	Regular Meeting	1:30 PM