

NEWPORT ISLES

COMMUNITY DEVELOPMENT

DISTRICT

April 1, 2025

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Newport Isles 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

March 25, 2025

Board of Supervisors
Newport Isles Community Development District

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

Dear Board Members:

The Board of Supervisors of the Newport Isles Community Development District will hold a Regular Meeting on April 1, 2025 at 10:00 a.m., at WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor (Charlie Peterson - Seat 3) *(the following to be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Acceptance of Resignation of Jake Essman [Seat 5]
6. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2028*
 - Administration of Oath of Office
7. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 2026*
 - Administration of Oath of Office
8. Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

9. Review of Proposals for Amenity Facility Construction Project
 - A. Respondent: R.E. Floyd Construction Corporation
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
10. Review of Proposal for Landscape and Irrigation Maintenance Services
 - A. Respondent: Steadfast Contractors Alliance, LLC
 - B. Ranking/Evaluation
 - C. Authorization to Negotiate and Finalize Contract(s)
11. Consideration of Resolution 2025-03, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System and Conservation Areas; Providing Authorization; Providing for a Maintenance Plan
12. Consideration of Resolution 2025-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, and Providing for an Effective Date
13. Consideration of Addendum #1 to Wrathell, Hunt and Associates, LLC Agreement for Management Services [Field Operations Services]
14. Consideration of Sweetwater Preserve Parkway Bill of Sale
15. Consideration of Manatee County Reimbursement Agreement for Utility Improvements (Upsized Water Line)
16. Consideration of Construction and Maintenance Agreements for Right of Way Improvements
 - A. Coasterra Parkway
 - B. Sweetwater Preserve Parkway Phase 2
 - C. Sedgfield Blvd.
17. Ratification Items
 - A. Ferguson Waterworks Direct Purchase Order Form #01-2133-008-OPO, CO#1 [Newport Isles MG] Sweetwater Preserve Blvd 02-320 Forcemain \$85,104.11
 - B. Ferguson Waterworks Direct Purchase Order Form #01-2133-009-OPO, CO#3 [Newport Isles MG] Sweetwater Preserve Blvd 02-320 Forcemain \$8,173.95

- C. Tampa Electric Company Street Light Agreements
 - I. 2024_07_02 SEDGEBLVD (Sedgefield Blvd)
 - a. Amendment No. 1
 - II. 2024_07_02_CPKW (Coasterra Parkway)
 - a. Amendment No. 1
 - III. 2024_07_02_SPPKW_PH1 (Sweetwater Ph 1)
 - a. Amendment No. 1
- D. BNY Mellon Corporate Trust Fee Schedule for Trustee, Paying Agent, Registrar
- E. Steadfast Contractors Alliance, LLC Standard Form of Agreement for Coasterra Blvd. Landscape and Irrigation Project
- F. Manatee County Plat and Agreement for Public Subdivision with Public Improvements Newport Isles Coasterra Parkway

18. Acceptance of Unaudited Financial Statements as of February 28, 2025

19. Approval of Minutes

- A. August 19, 2024 Public Hearing and Regular Meeting
- B. November 5, 2024 Landowners' Meeting

20. Staff Report

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *WRA Engineering, LLC*
- C. District Manager: *Wrathell, Hunt & Associates, LLC*

- NEXT MEETING DATE: April 21, 2025 at 10:00 AM [Presentation of FY2026 Proposed Budget]

○ QUORUM CHECK

SEAT 1	SUSAN COLLINS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	RICHARD JAMES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CHARLIE PETERSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

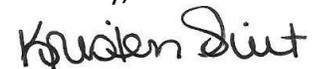
21. Board Members' Comments/Requests

22. Public Comments

23. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS’ ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners’ meeting was held on November 5, 2024, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvass the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
Charlie Peterson	Seat 3	1,564 Votes
Vacant	Seat 4	0 Votes
Jake Essman	Seat 5	1,564 Votes

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Charlie Peterson	Seat 3	4-Year Term
Vacant	Seat 4	2-Year Term
Jake Essman	Seat 5	4-Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 1ST DAY OF APRIL, 2025.

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

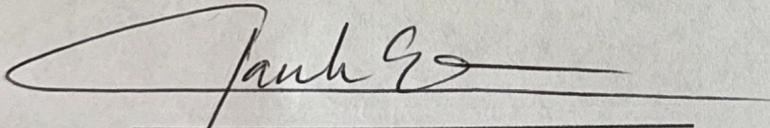
To: Board of Supervisors
Newport Isles Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Jacob Essman
Printed Name

Date: 3/19/25
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Newport Isles Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

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SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 1st day of April, 2025.

ATTEST:

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

9B

**Newport Isles Community Development District
Request for Proposals – Amenity Facility Construction Project**

Competitive Selection Criteria

	Personnel	Proposer's Experience	Understanding of Scope of Work	Financial Capability	Price	Schedule	TOTAL SCORE
<i>weight factor</i>	10	20	10	10	25	25	100
NAME OF RESPONDENT							
1 R.E. Floyd Construction Corporation							

Board Member's Signature

Date

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals – Amenity Facility Construction Project
Evaluation Criteria

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. *Proposer’s Experience.* (20 Points)

(E.g. past record and experience of the respondent with Newport Isles CDD; past record and experience in similar projects and with other CDD’s and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal, (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor’s fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer’s timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer’s ability to credibly complete the project within the Proposer’s schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

10B

Newport Isles Community Development District
Request for Proposals – Landscape & Irrigation Maintenance Services

Competitive Selection Criteria

	Technical Capability	Experience	Understanding Scope of RFP	Price	TOTAL SCORE
<i>weight factor</i>	30	40	10	20	100
NAME OF RESPONDENT					
1 Steadfast Contractors Alliance, LLC					

 Board Member's Signature

 Date

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Technical Capability (30 Points Possible) (____ Points Awarded)

Considerations here include adequacy of equipment to perform the work in a high-quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certificates of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. Experience (40 Points Possible) (____ Points Awarded)

The Proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity and reputation of respondent, etc.

3. Understanding Scope of RFP (10 Points Possible) (____ Points Awarded)

Points will be awarded based on the Proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. Price (20 Points Possible) (____ Points Awarded)

Up to ten (10) points may be awarded to the Proposer submitting the lowest total bid for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposal and the lowest proposal. The lowest total proposal will be based on the Proposer's price proposal for the initial phases for the initial term. Up to ten (10) points can be awarded for reasonableness of pricing.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM AND CONSERVATION AREAS; PROVIDING AUTHORIZATION; PROVIDING FOR A MAINTENANCE PLAN

WHEREAS, the Newport Isles Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* and for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management and conservation improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), *Florida Statutes*; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to Section 190.021, *Florida Statutes*; and

WHEREAS, the Southwest Florida Management District has issued and/or intends to issue a permit for the construction and operation of the water management system at Newport Isles; and

WHEREAS, as part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate and maintain the stormwater improvements and conservation areas within the Newport Isles project (together, "**Improvements**"), and desires to be added to any applicable approvals and/or permits as a "Co-Applicant" such that, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Improvements; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Improvements, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "B;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Improvements in accordance with the Plan, and levy annual assessments for the purpose of operating and maintaining the Improvements and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Improvements to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and

funding the Improvements in accordance with all applicable regulations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **AUTHORIZATION; PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Improvements from the construction to operation phase, the District will perpetually operate, maintain and fund the Improvements as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under Section 190.021(3), *Florida Statutes*. The District Chairperson, and/or Vice Chairperson in the Chairperson's absence, as well as District Staff, are authorized to execute and/or otherwise take all actions reasonably necessary to have the District serve as Co-Applicant on any approvals and/or permits, including but not limited to by executing the certificate form attached hereto as **Exhibit "A,"** and, further, any such actions taken up until the time of this resolution are hereby ratified.

3. **ANNUAL LEVY OF MAINTENANCE SPECIAL ASSESSMENTS.** Upon transfer of Improvements to the operation phase, the District, as a part of its annual operations and maintenance budget, will levy maintenance special assessments for the perpetual operation and maintenance of the Improvements in amounts necessary to comply with the Plan. These funds may not be used for any purpose other than providing funding for the Improvements in accordance with the Plan.

4. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and **ADOPTED** this 1st day of April, 2025.

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Certification of Financial Capability
EXHIBIT B: O&M Plan

EXHIBIT A

CERTIFICATION OF FINANCIAL CAPABILITY

Certification Of Financial Capability For Perpetual Operations And Maintenance Entities

Permit No.: 43045198.002 Application No.: 901463 (mod) Date Issued (if modification): 8/5/24

Identification or Name of Stormwater Management System: Esp Coasterra Phase I & Amenity Center

Phase of Stormwater Management System (if applicable): _____

Name of Operation and Maintenance Entity: Newport Isles CDD

Address of Operation and Maintenance Entity: 1901 Ulmerton Road, Suite 475 Clearwater, FL 33762

Cost estimate attached

Total annual operating expenses, including maintenance costs, for the estimated remaining useful life of the system accounting for annualized capital or replacement costs or deferred maintenance expenses for the system, including those components where maintenance or replacement frequencies are less frequent than once per year, for each BMP in the stormwater management system and any associated infrastructure, in current year dollars.

Please refer to the O&M Plan that includes estimated costs.

Operation and Maintenance Entity (Select All That Apply):

- Local, state, or federal government agencies; municipal service other special taxing units, water control or drainage districts; community development, special assessment, or water management districts
 - Communication, water, sewer, stormwater, electrical, or other public utility
 - Construction permittee (see Section 12, Volume I)
 - Non-profit corporations, including homeowners' associations, property owners' associations, condominium owners' or master associations
 - Other (Describe the Other Operation and Maintenance Entity below)
-

Certification by Operation and Maintenance Entity:

Certification Provisions for the Operation and Maintenance Entity (Select All That Apply):

- Municipal Separate Storm Sewer System (MS4) permittee subject to Chapter 62-624, F.A.C. (Identify the applicable Florida Department of Environmental MS4 permit below:)

 - Non-profit corporation subject to the Homeowners' Association Act under Chapter 720, Florida Statutes
Newport Isles CDD
-

Certification Of Financial Capability For Perpetual Operations And Maintenance Entities

Construction permittee that will not be the Operation and Maintenance Entity. (Identify the intended Operation and Maintenance Entity below:)

Other: Operation and Maintenance Entity not otherwise selected for this section. Describe the Other Operation and Maintenance Entity below, such as State or federal agency, Property Owners' Association, etc.:

The below Permittee or Operation and Maintenance Entity certifies that this form is true, accurate, and complete; and that it has the financial capability to operate and maintain the system in perpetuity including costs of inspections, operation, repair, and replacement of the system once the system meets its expected life. The signee below will be responsible for all maintenance, operation, and repair costs for the stormwater system of the above permit in perpetuity, until such time the system is properly abandoned, or the permit is transferred to a new operation and maintenance entity.

Name of Permittee or Operation and Maintenance Entity: **Newport Isles CDD**

Name: **Susan Collins** Title: **Chair**

Signature: _____ Date _____

EXHIBIT B

MAINTENANCE PLAN FOR IMPROVEMENTS



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Stormwater Operation and Maintenance Plan

PREPARED FOR:

Newport Isles CDD
1901 Ulmerton Road, Suite 475
Clearwater, FL 33762

PREPARED BY:

Atwell, LLC
10150 Highland Manor Dr, Suite 450
Tampa, FL 33610



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Stormwater Operation and Maintenance Plan

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I. Introduction

The Esp Coasterra Phase I & Amenity Center is a proposed residential development and private amenity center located North of Buckeye Road and West of I-75. The 137+/- acre site lies within the Little Manatee River watershed. The residential development will include 254 single-family homes and private Amenity Center. The total property area of Esp Coasterra Phase I & Amenity Center is approximately 137+/- acres and is identified as three parcels per the Manatee County Property Appraiser 589900159, 589900209, and 589500159.

II. Responsible Parties

Responsible	Contact	Phone	E-mail	✓
Newport Isles CDD	Susan Collins	(727) 599-4603	susan@cornerstonelandcompany.com	

III. Stormwater Facilities

A. Details

All ponds are proposed Wet Detention treatment ponds and are utilizing Wet Detention Alt 3, where the required treatment volume is equal to the first 1" of stormwater runoff distributed over the contributing area and the first 1/2" is discharged through a weir in a period no less than 24 hours.

B. Site SWMS Development Plan

Please see the attached Existing Conditions and the Master Drainage Plan attached.

IV. Maintenance Activities

A. General

The SWMS is designed and constructed to comply with SWFWMD environmental protection criteria. SWMS are designed to capture and remove pollutants from specific volumes of stormwater runoff through processes such as percolation, filtering and/or detention. A SWMS must be maintained and inspected regularly to be assumed to be meeting the water quality/quantity parameters of SWMWMD. It is usually more cost-effective to monitor and perform routine maintenance on a SWMS, rather than let it fail and have to reconstruct the entire system.

Sewage, chemicals, oils, greases, or any other wastes are not to be disposed of in the stormwater facility or through storm sewers. Treatment ponds are designed to treat normal site-specific runoff only. Chemicals can interfere with a treatment pond's functions, killing the vegetation and harming wildlife nearby. Be sure to dispose of these potentially dangerous materials properly by taking them offsite to the appropriate collection or recycling facilities.



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Do not dispose of yard waste (grass clippings, tree pruning's, and other vegetative materials) in the SWMS. Yard waste can pose problems by killing vegetation, clogging structures, and encouraging eutrophication.

The pond sediments may contain heavy metals such as cadmium, mercury, and lead, as well as other potentially hazardous materials. Be sure to dispose any accumulated sediments removed from the SWMS at an approved facility (the local Solid Waste Department or the FDEP for disposal facilities approved to accept the SWMS sediment).

During any repair or maintenance activity, use care to avoid causing erosion or siltation to adjacent or off-site areas. Remember, alterations (filling, enlarging, etc.) of any part of the stormwater facility is not permitted without prior approval from all applicable governing agencies.

B. Wet Detention

These areas provide stormwater treatment through a variety of physical, biological, and chemical processes and look like a pond or a lake. Pollutant removal processes in wet detention systems occurs between storm events. Significant removal processes occur in the wet detention area (settling, uptake, mixing, and evaporation) that can be disrupted by disturbing the wet detention areas. It is a good idea to compare the existing slopes, dimensions, and plantings in the wet detention area with the permitted design plans prior to work. A wet detention area temporarily detains stormwater runoff, allowing for treatment, prior to a controlled discharge through the outfall structure.

C. Wetland Boundaries

As water from a stream channel floods the surrounding areas or as surface runoff enters a wetland, the water spreads out and flows through dense vegetation. The velocity of the flow is reduced, allowing suspended material in the water to settle to the wetland surface. Wetlands can improve water quality by removing pollutants from surface waters. Three pollutant removal processes provided by wetlands are particularly important: sediment trapping, nutrient removal and chemical detoxification. In general, in projects with a wetland boundary, the boundary is designed to be a low maintenance, passive system. Regular operations will include inspections with the deliverables consisting of wetland pictures and hydrologic data collected. These will be used to ascertain wetland boundary health and viability over time. For wetland boundary projects, repairs would be limited to potentially correcting erosion or scouring problems along the developed boundary. For passive wetland boundary projects, there will be need for rehabilitation if a large storm creates any disturbance in the natural wetland flow way that causes flooding to the adjacent development. An Environmental Engineer, Scientist, or Specialist and the SWFWMD should be notified before any work occurs in the adjacent wetland boundary. For existing wetland boundary projects, replacement requirements would be negligible, unless unpermitted clearing or burning occurs. At that point the wetland boundary must be restored to the pre-permit condition.

D. Outfall Structure

The outfall structure allows water to leave the SWMS and are usually large concrete boxes in the treatment area. They should be routinely inspected to determine if any obstructions are present, or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure has a "baffle" or trash collector to prevent flow blockage and to hold back any floating oils from moving downstream, which needs to remain in place and unbroken.



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Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

E. Stormwater Inlets, Pipes, and Culverts

The stormwater inlets pipes and culverts convey the runoff to the SWMS treatment areas, and the inlet grates, pipes, and culverts should remain unobstructed, with no standing water in the parking areas. Look for any accumulation of sediment or debris in the pipes and culverts connecting these inlets.

V. Maintenance Schedules

A. Wet Detention

Activity	Frequency	Additional Notes
Full Inspection	Annually	Recommended before and after rainy season.
Bank Mowing	As needed	Be sure to capture the clippings
Visual Inspection	After Large Storm Events	If water does not recede in 36 hours
Vegetation Check	Bi-Annually	If Littoral Present

B. Wetland Boundary

Activity	Frequency	Additional Notes
Visual Inspection	After Large Storm Events	If water does not recede in 36 hours
Inspection with Pictures	Bi-Annually	Recommended before and after rainy season.
Hydrological Data Capture	Quarterly	Consult for locations/methodology

C. Outfall Structures

Activity	Frequency	Additional Notes
Full Inspection	Annually	Recommended before and after rainy season.
Visual Inspection	After Large Storm Events	If water does not recede in 36 hours

D. Stormwater Inlets, Pipes, and Culverts

Activity	Frequency	Additional Notes
Full Inspection	Annually	Recommended before and after rainy season.
Visual Inspection	After Large Storm Events	If water does not recede in 36 hours



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VI. Inspections

A. Wet Detention

- i. On an annual basis and following a large storm event the wet detention area must be inspected, specifically the outfall structure to ensure free-flowing conditions, and the littoral area for functionality.
- ii. Review the banks of the wet detention area to ensure no runnels, gulleys, or rills have formed. Remove any exotic vegetation or roots. It is much more cost effective to maintain the littoral zone, rather than remove it, as it will have to be restored to the permitted parameters.
- iii. Physically evaluate the wet detention area for evidence of excessive sediment accumulation or erosion.
- iv. It is recommended that any areas with more than two inches of erosion or sedimentation be addressed while any sediment accumulation of four inches should be removed immediately.
- v. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.
- vi. At the completion of the inspections, a written inspection report will be prepared listing any deficiencies that needed to be addressed or corrected by the responsible party.

B. Wetland Boundary

- i. Periodic inspections of the wetland boundary would be required to ensure that the wetland indicators and wetland waterlines are not varying greatly.
- ii. The visual wetland indicators are evidence of inundation or saturation and reflect a specific water elevation. Pictures of these specific water elevation indicators must be evaluated with meteorological information, surrounding topography and reliable hydrologic data, to ensure that such indicators reflect the definition of a healthy wetland.
- iii. Hydrologic records or site-specific hydrologic data must be of such a duration, frequency, and accuracy to demonstrate that the records or data are representative of the long-term hydrologic conditions, including the variability in quantity and seasonality of rainfall.
- iv. Repairs would be limited to potentially correcting erosion or scouring problems along the developed boundary.
- v. Rehabilitation requirements would be negligible, unless a large storm creates any disturbance in the natural wetland flow way that causes flooding to the adjacent development, and Replacement requirements would be negligible, unless unpermitted clearing or burning occurs.
- vi. An Environmental Engineer/Scientist/Specialist and the SWFWMD should be notified before any work occurs in the adjacent wetland boundary, as wetland disturbances are illegal and subject to fines.

C. Outfall Structures

- i. On an annual basis and following a large storm event the outfall structure must be inspected, to ensure free-flowing conditions.
- ii. Inspect to ensure any gravel/rock are adequate by checking for nearby erosion.



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- iii. It is recommended that any outfall structures with more than four inches of sedimentation be addressed while any sediment accumulation of six inches should be removed immediately with a vacuum truck.
- iv. Maintenance should include keeping a log of the amount of sediment collected and the date of removal.
- v. Repair or replace any broken outlet structures as soon as possible, illicit discharges are illegal and subject to fines.

D. Stormwater Inlets, Pipes, and Culverts

- i. On an annual basis and following a large storm event the stormwater inlets, pipes, and culverts must be inspected, to ensure free-flowing conditions.
- ii. Identify any obstructions to flow and clear them immediately.
- iii. It is recommended that any inlets with more than six inches of sedimentation be addressed while any sediment accumulation of ten inches should be removed immediately with a vacuum truck.
- iv. Maintenance should include keeping a log of the amount of sediment collected and the date of removal.
- v. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. Crushed or corroded culverts should be replaced with new ones of the same size.
- vi. Repair or replace broken inlets as soon as possible. Identify any obstructions to flow and clear them immediately.

VII. Inspection Schedules

The below outlines how often inspections should be conducted by a professional engineer or engineer's representative to maintain the system's effectiveness.

TYPE OF SYSTEM	INSPECTION FREQUENCY
Wet Detention	Once every 3 years
Wetland Boundary	Quarterly for the first 5 years, bi-annually thereafter.

VIII. Perpetual Legal Easements or Covenants

There is a single owner in charge of the O&M, so there are no legal covenants or agreements in place.



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IX. Future Cost Expenditures

A. Annual O&M Costs

The SWMS consists of wet detention, which has an approximate annual Operating and Maintenance Cost of 1% of the Construction Costs (pond excavation, drainage pipes/structures). The Wetland Boundary approximate annual Operating and Maintenance Cost is based on the linear feet of boundary, at approximately \$0.10 per LF. The annual O&M cost for the first year is estimated to be \$50,470.76 while the future O&M Costs will increase slightly based on the future interest rates.

B. Estimated Life Span and Replacement Cost

The SWMS consists of wet detention, which has an approximate 80-year life span with the pipe material being the limiting factor. The Wetland Boundaries are not anticipated to require replacement. The replacement cost of the wet detention systems is 10% of today's SWM area capital cost, calculated as a single payment compound amount to the future cost in 80 years with an assumed interest rate of 5%. This replacement amount is estimated to be \$25,013,567.62 in 80 years.

C. Today's Annual Cost for Future O&M and Replacement

Adding the total future O&M costs (calculated as a single payment compound amount to the future cost in 80 years at 5%) for the system and the future replacement costs for the system together, then dividing by the 80 years equates to \$343,937.14 annually that must be put aside to ensure the future costs will be met.

D. Funding Source

It is recommended that the owner put aside a portion of each homeowner's CDD fee to have funds accumulate for the Annual SWMS O&M and the Future Replacement Costs.

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 19, 2024, pursuant to Resolution 2024-13, the Board of Supervisors (“Board”) of the Newport Isles Community Development District (“District”), adopted a Budget for Fiscal Year 2024/2025; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2024/2025.

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

Section 1. The Fiscal Year 2024/2025 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2024 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 1st day of April, 2025.

ATTEST:

**NEWPORT ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025**

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
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**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2025	Change	Amended Budget FY 2025
REVENUES			
Assessment levy: on-roll - gross	\$ -	\$ -	\$ -
Allowable discounts (4%)	-	-	-
Assessment levy: on-roll - net	-	-	-
Assessment levy: off-roll	-	-	-
Landowner contribution	2,839,461	286,824	3,126,285
Total revenues	<u>2,839,461</u>	<u>286,824</u>	<u>3,126,285</u>
EXPENDITURES			
Professional & administrative			
Supervisors	7,536	-	7,536
Management/accounting/recording	48,000	-	48,000
Legal	25,000	-	25,000
Engineering	2,000	-	2,000
Audit	5,500	-	5,500
Arbitrage rebate calculation*	500	-	500
Dissemination agent*	1,000	-	1,000
Debt service fund accounting: 1st series*	7,500	-	7,500
Trustee*	5,500	-	5,500
Telephone	200	-	200
Postage	500	-	500
Printing & binding	500	-	500
Legal advertising	1,500	-	1,500
Annual special district fee	175	-	175
Insurance	5,800	-	5,800
Contingencies/bank charges	500	-	500
Website hosting & maintenance	705	-	705
Website ADA compliance	210	-	210
Total professional & administrative	<u>112,626</u>	<u>-</u>	<u>112,626</u>
Field operations			
Operations (common)			
Management	14,400	-	14,400
Staffing	213,941	-	213,941
Stormwater Management			
Maint Contract -Wet Ponds	93,276	-	93,276
Wetland Area Maint.	10,233	-	10,233
Monitoring /reporting/supp. planting	9,000	-	9,000
Lake Bank Mowing	131,934	-	131,934
Main & neighborhood entries			
Repair/Maint/Pres Wash	7,500	-	7,500
Electricity	3,500	-	3,500
Holiday Decorating	15,000	-	15,000

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2025	Change	Amended Budget FY 2025
Landscape maint. exterior buffers, entires and road right of way on boulevard			
Maint Contract	683,280	-	683,280
Plant Replacement	25,000	-	25,000
Irrigation Sprinkler Repairs	7,500	-	7,500
Irrigation supply- community wide			
Irrigation System Management	20,000	(20,000)	-
Weathermatic subscription	-	527,592	527,592
Irrigation Water Supply Electric	48,000	-	48,000
Irrigation Pump Repairs and Maintenance	11,100	-	11,100
Streetlighting	360,000	(224,500)	135,500
Roadway Maint.	20,000	-	20,000
Contingencies	50,000	-	50,000
Total Professional and Common Ops			
I-75 Park (plus jogging trail)			
Parking Lot Lighting	10,800	-	10,800
Recreational Facilities Lighting	25,000	-	25,000
Landscape Maint.	175,000	-	175,000
Plant replacement	10,000	-	10,000
Irrigation repairs	7,500	-	7,500
Repairs/Maint.	10,000	-	10,000
Walking Path and Jogging Trail	15,000	-	15,000
Water/Sewer	3,000	-	3,000
Supplies	5,000	-	5,000
Contingencies	15,000	-	15,000
Total I-75 Park			
Master Amenity Complex			
Management	350,371	-	350,371
Landscape Maint.	100,000	-	100,000
Plant replacement	5,000	-	5,000
Irrigation repairs	3,000	-	3,000
Pool Maint. Contract	9,000	-	9,000
Repairs/Maint.	6,000	-	6,000
Electricity	30,000	-	30,000
Insurance	12,000	-	12,000
Water/Sewer	7,500	-	7,500

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
AMENDED GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2025	Change	Amended Budget FY 2025
Security Monitoring	3,000	-	3,000
Pest Control	2,500	-	2,500
Permits/Licenses	1,500	-	1,500
Supplies	30,000	-	30,000
Contingencies	25,000	-	25,000
Neighborhood Pool Pavillions (2)			
Landscape Maint.	60,000	-	60,000
Plant replacement	4,000	-	4,000
Irrigation repairs	2,000	-	2,000
Pool Maint. Contract	9,000	-	9,000
Repairs/Maint.	6,000	-	6,000
Electricity	15,000	-	15,000
Insurance	7,000	-	7,000
Water/Sewer	6,000	-	6,000
Janitorial	10,000	-	10,000
Security Monitoring	3,000	-	3,000
Pest Control	2,000	-	2,000
Permits/Licenses	3,000	-	3,000
Supplies	5,000	-	5,000
Contingencies	10,000	-	10,000
Total field operations	<u>2,726,835</u>	<u>283,092</u>	<u>3,009,927</u>
Total expenditures	<u>2,839,461</u>	<u>283,092</u>	<u>3,122,553</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	3,732	3,732
Fund balance - beginning (unaudited)	<u>-</u>	<u>(3,732)</u>	<u>(3,732)</u>
Fund balance - ending (projected)			
Assigned			
Working capital	-	-	-
Unassigned	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

* These items will be realized when bonds are issued

** Cost of Collections on-roll \$218,558

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 7,536
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Debt service fund accounting: 1st series*	7,500
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,800
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Website hosting & maintenance	705
Website ADA compliance	210
Total administrative expenditures	<u>\$ 112,626</u>
Field operations	
Operations (common)	
Management	14,400
Staffing	213,941
Includes grounds keeper, maintenance techs & Janitorial techs	
Stormwater Management	
Maint Contract -Wet Ponds	93,276
Twice monthly visits for wet ponds, assumes 233.19 acres	
Wetland Area Maint.	10,233
Quarterly, assumes 2.74 acres	
Monitoring /reporting/supp. planting	9,000
Semi-annual monitoring/reporting w/ \$5k allowance supp. planting	
Lake Bank Mowing	131,934
Behind homes from lake edge to property line assumes 30 cuts per year	
Main & neighborhood entries	
Repair/Maint/Pres Wash	7,500
Monuments and lighting	
Electricity	3,500
Monument and landscape lighting	
Holiday Decorating	15,000
Basic package at entires	
Landscape maint. exterior buffers, entires and road right of way on boulevard	
Maint Contract	683,280
All inclusive annual costs, mow/edge/trim/trim detail/fert./chemicals irrigation wet-checks/minor repairs & Adjustments & 1 mulch application	
Plant Replacement	25,000
Periodic plant replacement	
Irrigation Sprinkler Repairs	7,500
Repairs to cdd sprinkler system line breaks & replacement heads & Values	
Irrigation supply- community wide	
Irrigation System Management	-
Managing central control delivery systems to entire community	
Weathermatic subscription	527,592
Irrigation Water Supply Electric	48,000
Two onsite well & pumping stations only incur cost of electricity to operate pumps assumes two 40hp pumps running 9hrs. a day/ 5 days wk/ 26 watering wks a year	
Irrigation Pump Repairs and Maintenance	11,100
Scheduled & unscheduled repairs & maintenance of pumps & motors	
Streetlighting	135,500
Power, poles & maintenance lease w/FPL at \$30 per pole/per month assumes 1,000 poles w/ 150' spacing on arterial roads & 100' spacing in neighborhoods	
Roadway Maint.	20,000
Periodic road, sidewalk & road signage repairs for roads not owned by county or age targeted neighborhood	
Contingencies	50,000

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

I-75 Park (plus jogging trail)

Parking Lot Lighting	10,800
Assumes 30 parking lot lights/lease/power maint. agree w/utility at \$30 per light/mo	
Recreational Facilities Lighting	25,000
Provides an allowance for lighting courts & ball fields	
Arborcare	-
Landscape Maint.	175,000
All inclusive annual costs, mow/edge/trim/trim detail/fert./chemicals irrigation wet-checks/adjustments & minor repairs & 1 mulch application includes speciality mowing & periodic striping of ballfield	
Plant replacement	10,000
Periodic plant replacement	
Irrigation repairs	7,500
Larger than normal repairs	
Repairs/Maint.	10,000
Dock, boathouse	
Walking Path and Jogging Trail	15,000
Path & jogging trail maintenance	
Water/Sewer	3,000
Restrooms	
Supplies	5,000
Contingencies	15,000

Master Amenity Complex

Management	350,371
Full time manager, lifestyle director, admin. assist, clubhouse attendants specifically managing neighborhood pool pavillions & grounds	
Landscape Maint.	100,000
All inclusive annual costs, mow/edge/trim/trim detail/fert./chemicals irrigation wet-checks/adjustments & minor repairs & 1 mulch application	
Plant replacement	5,000
Specific to around the amenity center	
Irrigation repairs	3,000
Specific to around the amenity center	
Pool Maint. Contract	9,000
Anticipates 3 days a week chemistry check & adjustment/ 2 days a week cleaning	
Repairs/Maint.	6,000
Pool/structure/systems includes pressure washing all hard surfaces annually	
Electricity	30,000
Includes heating pool 5 months per year	
Insurance	12,000
Property and liability related to amenity center	
Water/Sewer	7,500
Security Monitoring	3,000
ADT type of building camera sensor/monitoring service & credential entry system	

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Pest Control	2,500
Clubhouse, restrooms, gym & promenade	
Permits/Licenses	1,500
Pool-health department	
Supplies	30,000
Activities & operations	
Contingencies	25,000
Neighborhood Pool Pavillions (2)	
Landscape Maint.	60,000
All inclusive including fert./chemical, irrigation checks, 1 mulch application	
Plant replacement	4,000
Specific to around the amenity center	
Irrigation repairs	2,000
Specific to around the amenity center	
Pool Maint. Contract	9,000
Anticipates 3 days a week chemistry check & adjustment/ 2 days a week cleaning	
Repairs/Maint.	6,000
Pool/structure/systems includes pressure washing all hard surfaces once annually	
Electricity	15,000
Includes heating pool 5 months per year	
Insurance	
Property and Liability	7,000
Water/Sewer	6,000
Janitorial	10,000
2 days a week	
Security Monitoring	3,000
ADT type of building camera sensor/monitoring service & credential entry system	
Pest Control	2,000
Pavillions/restrooms	
Permits/Licenses	3,000
Pool	
Supplies	5,000
Contingencies	10,000
Total field operations	<u>3,009,927</u>
Total expenditures	<u>3,122,553</u>

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Adopted Budget FY 2025	Amended Budget FY 2025
REVENUES		
Special assessment: off-roll	\$ -	\$ 489,630
Total revenues	<u>-</u>	<u>489,630</u>
EXPENDITURES		
Debt service		
Interest	-	356,341
Total debt service	<u>-</u>	<u>356,341</u>
Other fees & charges		
Underwriter's discount	-	390,000
Costs of issuance	-	251,068
Total other fees & charges	<u>-</u>	<u>641,068</u>
Total expenditures	<u>-</u>	<u>997,409</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(507,779)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,641,880
Net premium	-	1,651
Total other financing sources/(uses)	<u>-</u>	<u>1,643,531</u>
Fund balance:		
Net increase/(decrease) in fund balance	-	1,135,752
Beginning fund balance (unaudited)	-	-
Ending fund balance (projected)	<u>-</u>	<u>1,135,752</u>
Use of fund balance:		
Debt service reserve account balance (required)	-	(646,123)
Principal and Interest expense - November 1, 2025	-	(489,629)
Projected fund balance surplus/(deficit) as of September 30, 2025	<u>\$ -</u>	<u>\$ -</u>

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/25			356,340.92	356,340.92	19,500,000.00
11/01/25			489,628.75	489,628.75	19,500,000.00
05/01/26	315,000.00	4.250%	489,628.75	804,628.75	19,185,000.00
11/01/26			482,935.00	482,935.00	19,185,000.00
05/01/27	330,000.00	4.250%	482,935.00	812,935.00	18,855,000.00
11/01/27			475,922.50	475,922.50	18,855,000.00
05/01/28	345,000.00	4.250%	475,922.50	820,922.50	18,510,000.00
11/01/28			468,591.25	468,591.25	18,510,000.00
05/01/29	360,000.00	4.250%	468,591.25	828,591.25	18,150,000.00
11/01/29			460,941.25	460,941.25	18,150,000.00
05/01/30	375,000.00	4.250%	460,941.25	835,941.25	17,775,000.00
11/01/30			452,972.50	452,972.50	17,775,000.00
05/01/31	390,000.00	4.250%	452,972.50	842,972.50	17,385,000.00
11/01/31			444,685.00	444,685.00	17,385,000.00
05/01/32	410,000.00	5.000%	444,685.00	854,685.00	16,975,000.00
11/01/32			434,435.00	434,435.00	16,975,000.00
05/01/33	430,000.00	5.000%	434,435.00	864,435.00	16,545,000.00
11/01/33			423,685.00	423,685.00	16,545,000.00
05/01/34	455,000.00	5.000%	423,685.00	878,685.00	16,090,000.00
11/01/34			412,310.00	412,310.00	16,090,000.00
05/01/35	475,000.00	5.000%	412,310.00	887,310.00	15,615,000.00
11/01/35			400,435.00	400,435.00	15,615,000.00
05/01/36	500,000.00	5.000%	400,435.00	900,435.00	15,115,000.00
11/01/36			387,935.00	387,935.00	15,115,000.00
05/01/37	525,000.00	5.000%	387,935.00	912,935.00	14,590,000.00
11/01/37			374,810.00	374,810.00	14,590,000.00
05/01/38	555,000.00	5.000%	374,810.00	929,810.00	14,035,000.00
11/01/38			360,935.00	360,935.00	14,035,000.00
05/01/39	585,000.00	5.000%	360,935.00	945,935.00	13,450,000.00
11/01/39			346,310.00	346,310.00	13,450,000.00
05/01/40	610,000.00	5.000%	346,310.00	956,310.00	12,840,000.00
11/01/40			331,060.00	331,060.00	12,840,000.00
05/01/41	645,000.00	5.000%	331,060.00	976,060.00	12,195,000.00
11/01/41			314,935.00	314,935.00	12,195,000.00
05/01/42	675,000.00	5.000%	314,935.00	989,935.00	11,520,000.00
11/01/42			298,060.00	298,060.00	11,520,000.00
05/01/43	710,000.00	5.000%	298,060.00	1,008,060.00	10,810,000.00
11/01/43			280,310.00	280,310.00	10,810,000.00
05/01/44	750,000.00	5.000%	280,310.00	1,030,310.00	10,060,000.00
11/01/44			261,560.00	261,560.00	10,060,000.00
05/01/45	785,000.00	5.200%	261,560.00	1,046,560.00	9,275,000.00
11/01/45			241,150.00	241,150.00	9,275,000.00
05/01/46	830,000.00	5.200%	241,150.00	1,071,150.00	8,445,000.00
11/01/46			219,570.00	219,570.00	8,445,000.00
05/01/47	875,000.00	5.200%	219,570.00	1,094,570.00	7,570,000.00
11/01/47			196,820.00	196,820.00	7,570,000.00
05/01/48	920,000.00	5.200%	196,820.00	1,116,820.00	6,650,000.00
11/01/48			172,900.00	172,900.00	6,650,000.00
05/01/49	970,000.00	5.200%	172,900.00	1,142,900.00	5,680,000.00

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49			147,680.00	147,680.00	5,680,000.00
05/01/50	1,020,000.00	5.200%	147,680.00	1,167,680.00	4,660,000.00
11/01/50			121,160.00	121,160.00	4,660,000.00
05/01/51	1,075,000.00	5.200%	121,160.00	1,196,160.00	3,585,000.00
11/01/51			93,210.00	93,210.00	3,585,000.00
05/01/52	1,135,000.00	5.200%	93,210.00	1,228,210.00	2,450,000.00
11/01/52			63,700.00	63,700.00	2,450,000.00
05/01/53	1,195,000.00	5.200%	63,700.00	1,258,700.00	1,255,000.00
11/01/53			32,630.00	32,630.00	1,255,000.00
05/01/54	1,255,000.00	5.200%	32,630.00	1,287,630.00	-
Total	19,500,000.00		18,738,893.42	38,238,893.42	

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF DEVELOPER CONTRIBUTIONS AND O&M ASSESSMENTS**

PLANNED											
Designation	Units	ERU Value	TTL ERUs	Prof. and Common Ops	I-75 Park & Jog Trail	Master Amenity Complex	Neighborhood Pavillions	Total per Unit/Designation (NOT on Tax Bill)	Total Revenue per Designation (NOT on Tax Bill)	Total per Unit/Designation (On Tax Bill)	Total Revenue per Designation (On Tax Bill)
TM -Targeted											
40' -49'	327	0.8	261.6	\$554.75	\$72.32			\$627.07	\$205,051.91	\$670.97	\$219,405.88
50'-59'	376	1	376	\$693.44	\$90.40			\$783.84	\$294,722.93	\$838.71	\$315,354.02
60' -70'	272	1.2	326.4	\$832.12	\$108.48			\$940.61	\$255,844.59	\$1,006.45	\$273,754.13
Traditional											
40'-49'	427	0.8	341.6	\$554.75	\$72.32	\$246.62	\$59.88	\$933.57	\$398,635.54	\$998.92	\$426,540.69
50'-59'	1084	1	1084	\$693.44	\$90.40	\$308.28	\$74.85	\$1,166.97	\$1,264,991.01	\$1,248.66	\$1,353,542.47
60'-70'	393	1.2	471.6	\$832.12	\$108.48	\$369.94	\$89.82	\$1,400.36	\$550,341.11	\$1,498.39	\$588,865.89
BTR	208	0.3	62.4	\$208.03	\$27.12			\$235.15	\$48,911.47	\$251.61	\$52,335.35
Future-Townhomes	295	0.45	132.75	\$312.05	\$40.68			\$352.73	\$104,054.44	\$377.42	\$111,338.42
	3382		3056.35						\$3,122,553.00		\$3,341,136.86
POTENTIAL											
Future-Apts	208	0.3	62.4	\$208.03	\$27.12			\$221.88	\$46,150.93	\$237.41	\$49,381.58

* TM Targeted Participates in Common Ops/Admin, I-75 Park Path and Jog Trail expense only
PLEASE NOTE THAT THIS BUDGET AND COST WILL LIKELY CHANGE AS INFRASTRUCTURE IS COMPLETED AND ACTUAL COSTS ARE REALIZED, INCLUDING ANY FUTURE PHASES.

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

13



Wrathell, Hunt and Associates, LLC

**ADDENDUM #1 TO AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT
AND
WRATHELL, HUNT & ASSOCIATES, LLC**

This document is in reference to a contract agreement dated March 23, 2022 between the following parties that are named below.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions outlined below. These additions, effective _____, 20__ shall be made valid as if they are included in the original stated contract.

Field Operations Services \$14,400 Annually (\$1,200.00 monthly)

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

IN WITNESS WHEREOF, the Board of Supervisors of the **Newport Isles 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:
NEWPORT ISLES COMMUNITY DEVELOPMENT
DISTRICT**

Witnesses:

By: _____

Print Name: _____

Print Name _____

Chair/Vice Chair

Print Name: _____

**MANAGER:
WRATHELL, HUNT & ASSOCIATES, LLC**

By: _____

Print Name: _____

Craig A. Wrathell, Managing Member

Print Name: _____



Exhibit A - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

FEE PROPOSED **\$48,000 annually**

2. Accounting/Assessment Collection Services - Per Bond Debt Service Fund

FEE PROPOSED **\$7,500 annually**

3. Assessment Methodology Consultant Services [Assessment Methodology Report]

FEE PROPOSED **\$25,000 per bond issue**

4. 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.

5. Dissemination Agent Services

FEE PROPOSED **\$1,000 annually per bond issue**

6. Field Operation Services

FEE PROPOSED **\$14,400 annually (\$1,200 monthly)***

***[Fees scaled on the level of activity as compared to adopted budget]**



Wrathell, Hunt and Associates, LLC

7. 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.



Exhibit B –Scope of Services: Field Operations

- **Coordinate and provide contract administration for any services provided to the District by outside vendors:**
 - Develop service contracts and scope for the delivery of services to the District, with the assistance of the District’s Attorney, and bid as appropriate
 - Ensure that contract specifications are being met through periodic facilities review with service providers
 - Interface with residents, developer and builders and service providers to ensure that anticipated service levels are being provided
 - Coordinate calls for service from residents, developer and builders with service providers
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- **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
- **Provide monthly Inspection Reports with photos**
- **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
 - Implement internal purchasing policies
 - Prepare and bid services and commodities as necessary

NEWPORT ISLES

COMMUNITY DEVELOPMENT DISTRICT

14

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Newport Isles Community Development District**, whose address is **2300 Glades Road, Suite 410W, Boca Raton, Florida 33431** (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following **Sweetwater Preserve Parkway- Phase II**:

1. All wastewater lines, pipes, valves, force mains, tees, bends, joints, facilities, equipment, and appurtenances thereto, including but not limited to **120 Ft. of 12" PVC Force Main, 3,540 Ft. of 8" PVC Force Main, 250 Ft. of 6" PVC Force Main and 300 Ft. of 18" Steel Casing**, located within or upon that certain real property owned by the SELLER and described below; [and]

2. All potable water lines, pipes, valves, laterals, tees, bends, joints, facilities, equipment and appurtenances thereto, including but not limited to **2,850 Ft. of 12" PVC Watermain, 460 Ft. of 8" PVC Watermain, 3 Fire Hydrant Assemblies, 200 Ft. of 18" Steel Casing, 300 Ft. of 24" Steel Casing and 6 Auto Flushers**, located within or upon that certain real property owned by the SELLER and described below; [and]

3. **18", 24", 30", 36" and 48" HPP storm sewer pipe and associated storm structure inlets**, located within or upon that certain real property owned by the SELLER and described below; [and]

4. All roadway construction associated with **Sweetwater Preserve Parkway- Phase 2** improvements including but not limited to curbs, sidewalks, pavement base, signage and striping and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below;

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of _____, 20__.

Signed, sealed and delivered in the presence of Witnesses:

Newport Isles Community Development District a special purpose unit of local government established under Chapter 190, Florida Statutes

Print name: _____

By: _____

Print name: _____

Print Name: _____

as its: _____

Postal Address

City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this _____ day of _____, 20__, by

_____ as _____ [name and title of signatory] of

Newport Isles Community Development District a special purpose unit of local government established under Chapter 190, Florida Statutes, on behalf of the District.

. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

WHEREFORE, the County and CDD have executed this Bill of Sale as of this _____ day of _____, 20__.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: _____

County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by **Charlie Bishop** (County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification

NOTARY SEAL:

NOTARY PUBLIC Signature

Printed Name

Exhibit "A"

Legal Description

A PARCEL OF LAND LYING AND BEING IN SECTION 2 AND SECTION 11, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE S 89°44'46" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1680.49' TO THE POINT OF BEGINNING; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 8.75', WITH A RADIUS OF 895.00', WITH A CHORD BEARING OF S 03°22'41" W, WITH A CHORD LENGTH OF 8.75', WITH A DELTA ANGLE OF 00°33'36"; THENCE S 86°20'31" E A DISTANCE OF 120.00'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 310.38', WITH A RADIUS OF 1015.00', WITH A CHORD BEARING OF N 05°06'08" W, WITH A CHORD LENGTH OF 309.17', WITH A DELTA ANGLE OF 17°31'14"; THENCE N 13°51'45" W A DISTANCE OF 894.28'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 64.07', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N 04°29'29" E, WITH A CHORD LENGTH OF 62.98', WITH A DELTA ANGLE OF 36°42'28"; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 52.87', WITH A RADIUS OF 161.17', WITH A CHORD BEARING OF N 13°26'50" E, WITH A CHORD LENGTH OF 52.64', WITH A DELTA ANGLE OF 18°47'47"; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 59.49', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N 21°05'25" E, WITH A CHORD LENGTH OF 58.61', WITH A DELTA ANGLE OF 34°04'57"; THENCE N 38°07'53" E A DISTANCE OF 221.59'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 459.28', WITH A RADIUS OF 6560.00', WITH A CHORD BEARING OF N 36°07'33" E, WITH A CHORD LENGTH OF 459.19', WITH A DELTA ANGLE OF 04°00'41"; THENCE N 34°07'12" E A DISTANCE OF 1551.66'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 1245.79', WITH A RADIUS OF 3620.00', WITH A CHORD BEARING OF N 24°15'40" E, WITH A CHORD LENGTH OF 1239.66', WITH A DELTA ANGLE OF 19°43'04"; THENCE N 75°35'52" W A DISTANCE OF 120.00'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1204.50', WITH A RADIUS OF 3500.00', WITH A CHORD BEARING OF S 24°15'40" W, WITH A CHORD LENGTH OF 1198.56', WITH A DELTA ANGLE OF 19°43'04"; THENCE S 34°07'12" W A DISTANCE OF 1551.66'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 450.88', WITH A RADIUS OF 6440.00', WITH A CHORD BEARING OF S 36°07'33" W, WITH A CHORD LENGTH OF 450.79', WITH A DELTA ANGLE OF 04°00'41"; THENCE S 38°07'53" W A DISTANCE OF 226.43'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 65.34', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 56°51'04" W, WITH A CHORD LENGTH OF 64.19', WITH A DELTA ANGLE OF 37°26'21"; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 37.94', WITH A RADIUS OF 237.33', WITH A CHORD BEARING OF S 70°59'26" W, WITH A CHORD LENGTH OF 37.90', WITH A DELTA ANGLE OF 09°09'37"; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 56.35', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 82°33'12" W, WITH A CHORD LENGTH OF 55.61', WITH A DELTA ANGLE OF 32°17'08"; THENCE N

81°18'14" W A DISTANCE OF 30.66'; THENCE S 08°41'46" W A DISTANCE OF 120.00'; THENCE S 81°18'14" E A DISTANCE OF 33.55'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 63.60', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 63°05'03" E, WITH A CHORD LENGTH OF 62.53', WITH A DELTA ANGLE OF 36°26'21"; THENCE S 44°51'53" E A DISTANCE OF 30.05'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 54.11', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 29°21'49" E, WITH A CHORD LENGTH OF 53.45', WITH A DELTA ANGLE OF 31°00'07"; THENCE S 13°51'45" E A DISTANCE OF 892.02'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 264.94', WITH A RADIUS OF 895.00', WITH A CHORD BEARING OF S 05°22'56" E, WITH A CHORD LENGTH OF 263.97', WITH A DELTA ANGLE OF 16°57'39"; TO THE POINT OF BEGINNING.

LOCATION MAP
NOT TO SCALE



CERTIFICATE OF OWNERSHIP AND DEDICATION

NOTARY ACKNOWLEDGEMENT

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR AND MAPPER

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

PRINTED NAME

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTION THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

STATE PLANE COORDINATES (INDICATED IN FEET) AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83 - 2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA, HAVE BEEN ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION REAL TIME NETWORK SOLUTION, AND THE PRODUCT OF MULTIPLE OBSERVATION SESSIONS CONSISTING OF AT LEAST 60 EPOCHS EACH, AND INCLUDED NATION GEODETIC SURVEY (NGS) CONTROL STATION "GIS 009" PID AG9114 AND CONTROL STATION "GILLETTE" PID AG8529.
SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING; THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
ALL UTILITIES WILL BE UNDERGROUND EXCEPT TRANSFORMERS, INSPECTION FEATURES AND SPILCE

- THERE ARE NO SLOPE EASEMENTS EXCEPT WHERE SHOWN.
6. THIS PLAT COVERS AN AREA OF 605245.5 SQUARE FEET, 13.895 ACRES
7. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON MANATEE COUNTY BENCH MARK "2010 HAWAII ", ELEVATION=30.48' AND MANATEE COUNTY BENCH MARK "2010 IDAHO", ELEVATION=25.74'.

CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSION

STATE OF FLORIDA)
)
COUNTY OF MANATEE)

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
THIS ____ DAY OF _____, 2025

ATTEST: BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA.

ANGELINA COLONNESO
CLERK OF CIRCUIT COURT

CHAIRMAN

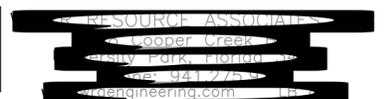
OF 8.75', WITH A DELTA ANGLE OF 00°33'36";, THENCE S 86°20'31" E A DISTANCE OF 120.00'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 310.38', WITH A RADIUS OF 1015.00', WITH A CHORD BEARING OF N 05°06'08" W, WITH A CHORD LENGTH OF 309.17', WITH A DELTA ANGLE OF 17°31'14";, THENCE N 13°51'45" W A DISTANCE OF 894.28'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 64.07', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N 04°29'29" E, WITH A CHORD LENGTH OF 62.98', WITH A DELTA ANGLE OF 36°42'28";, THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 52.87', WITH A RADIUS OF 161.17', WITH A CHORD BEARING OF N 13°26'50" E, WITH A CHORD LENGTH OF 52.64', WITH A DELTA ANGLE OF 18°47'47";, THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 59.49', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF N 21°05'25" E, WITH A CHORD LENGTH OF 58.61', WITH A DELTA ANGLE OF 34°04'57";, THENCE N 38°07'53" E A DISTANCE OF 221.59'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 459.28', WITH A RADIUS OF 6560.00', WITH A CHORD BEARING OF N 36°07'33" E, WITH A CHORD LENGTH OF 459.19', WITH A DELTA ANGLE OF 04°00'41";, THENCE N 34°07'12" E A DISTANCE OF 1551.66'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 1245.79', WITH A RADIUS OF 3620.00', WITH A CHORD BEARING OF N 24°15'40" E, WITH A CHORD LENGTH OF 1239.66', WITH A DELTA ANGLE OF 19°43'04";, THENCE N 75°35'52" W A DISTANCE OF 120.00'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1204.50', WITH A RADIUS OF 3500.00', WITH A CHORD BEARING OF S 24°15'40" W, WITH A CHORD LENGTH OF 1198.56', WITH A DELTA ANGLE OF 19°43'04";, THENCE S 34°07'12" W A DISTANCE OF 1551.66'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 450.88', WITH A RADIUS OF 6440.00', WITH A CHORD BEARING OF S 36°07'33" W, WITH A CHORD LENGTH OF 450.79', WITH A DELTA ANGLE OF 04°00'41";, THENCE S 38°07'53" W A DISTANCE OF 226.43'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 65.34', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 56°51'04" W, WITH A CHORD LENGTH OF 64.19', WITH A DELTA ANGLE OF 37°26'21";, THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 37.94', WITH A RADIUS OF 237.33', WITH A CHORD BEARING OF S 70°59'26" W, WITH A CHORD LENGTH OF 37.90', WITH A DELTA ANGLE OF 09°09'37";, THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 56.35', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 82°33'12" W, WITH A CHORD LENGTH OF 55.61', WITH A DELTA ANGLE OF 32°17'08";, THENCE N 81°18'14" W A DISTANCE OF 30.66'; THENCE S 08°41'46" W A DISTANCE OF 120.00'; THENCE S 81°18'14" E A DISTANCE OF 33.55'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 63.60', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 63°05'03" E, WITH A CHORD LENGTH OF 62.53', WITH A DELTA ANGLE OF 36°26'21";, THENCE S 44°51'53" E A DISTANCE OF 30.05'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 54.11', WITH A RADIUS OF 100.00', WITH A CHORD BEARING OF S 29°21'49" E, WITH A CHORD LENGTH OF 53.45', WITH A DELTA ANGLE OF 31°00'07";, THENCE S 13°51'45" E A DISTANCE OF 892.02'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 264.94', WITH A RADIUS OF 895.00', WITH A CHORD BEARING OF S 05°22'56" E, WITH A CHORD LENGTH OF 263.97', WITH A DELTA ANGLE OF 16°57'39";, TO THE POINT OF BEGINNING.

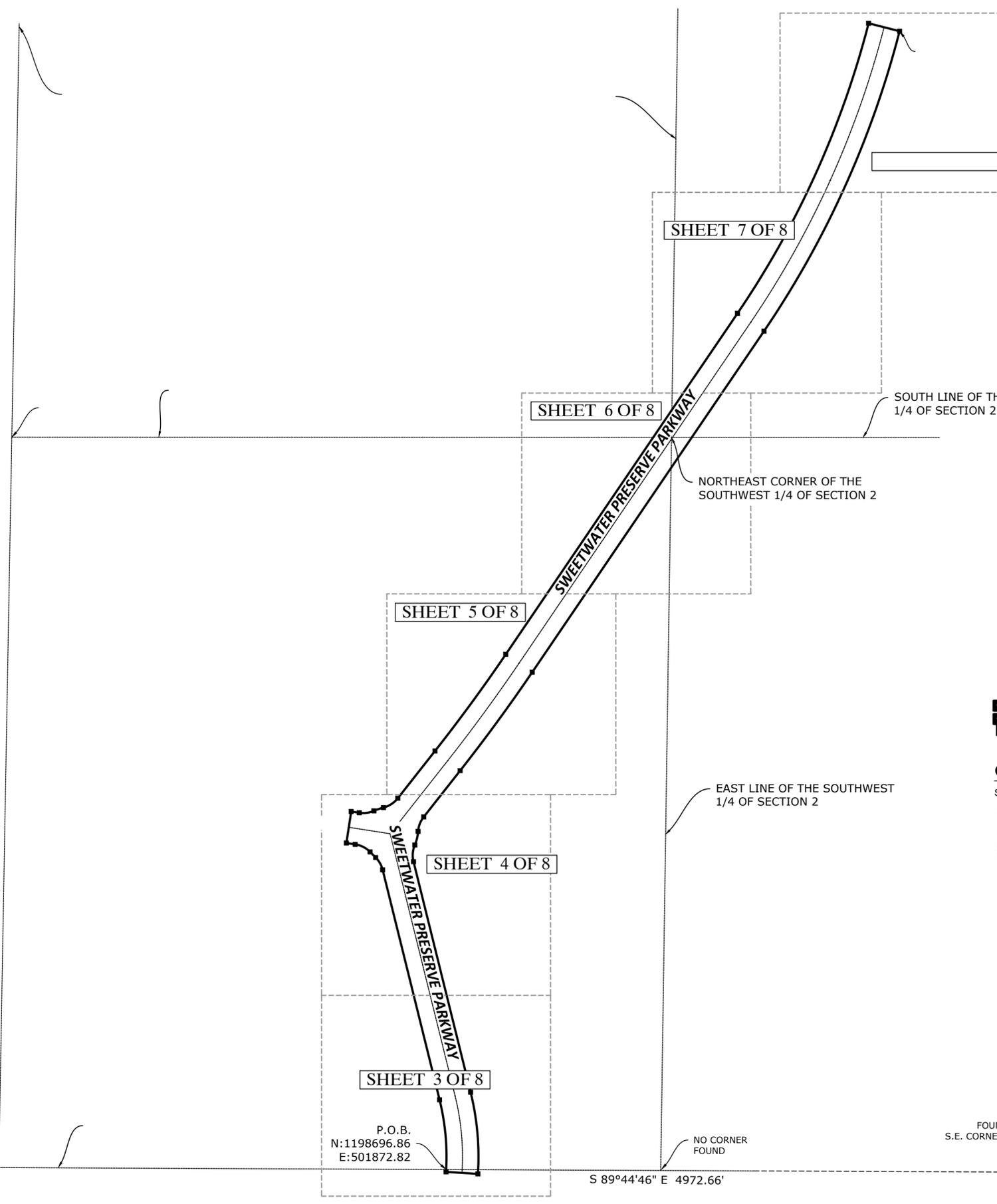
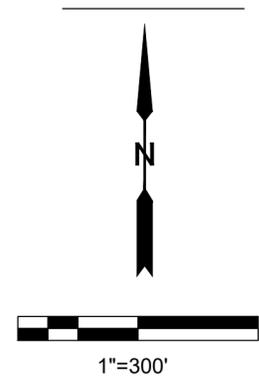
CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED LICENSED AND REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES; AND THE PLATTING REQUIREMENTS OF MANATEE COUNTY'S LAND DEVELOPMENT CODE; AND THAT PERMANENT REFERENCE MONUMENTS (PRM'S) WERE INSTALLED ON THE NOVEMBER 15, 2024, AS SHOWN HEREON ; AND THAT THE PERMANENT CONTROL POINTS (PCP'S), AS SHOWN HEREON, AND ALL OTHER MONUMENTATION, LOT CORNERS, POINTS OF INTERSECTION, CHANGES OF DIRECTION OF LINES AND PLAT BENCHMARKS WITHIN THE SUBDIVISION WILL BE SET AND CERTIFIED BY OFFICIAL AFFIDAVIT, AS REQUIRED BY SAID CHAPTER 177 OF THE FLORIDA STATUTES AND SAID PLATTING REQUIREMENTS OF MANATEE COUNTY'S LAND DEVELOPMENT CODE WILL BE CERTIFIED BY AN OFFICIAL AFFIDAVIT WITHIN ONE (1) YEAR OF RECORDING, OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

ROBERT S. FLANARY
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA, NO.5677
7978 COOPER CREEK BOULEVARD
UNIVERSITY PARK, FLORIDA 34201
LB 8274

DATE:





PLAT LEGEND

- CONCRETE MONUMENT
- MONUMENT WITH "WRA 940"

CURVILINEAR FRONT LOT LINES

SIDE LOT LINES ARE RADIAL UNLESS LABELED NR (NON-RADIAL)

TYPICAL LOT LINE EASEMENT NOTE:

EASEMENTS OF 5' IN WIDTH ALONG ALL REAR LOT LINES AND 5' IN WIDTH ALONG ALL SIDE LOT LINES FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE, ACCESS AND IRRIGATION. WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83 (2011) AND ARE DERIVED BY MULTIPLE REAL TIME KINEMATIC GPS OBSERVATIONS. BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 2, BEING S 89°44'46" E

NOTE:

EXCEPT IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE, A NUMERICAL EXPRESSION TO THE NEAREST FOOT, SHOWN AS SUCH FOR CLARITY, SHALL BE INTERPRETED AS HAVING A PRECISION OF THE NEAREST ONE HUNDREDTH OF A FOOT.

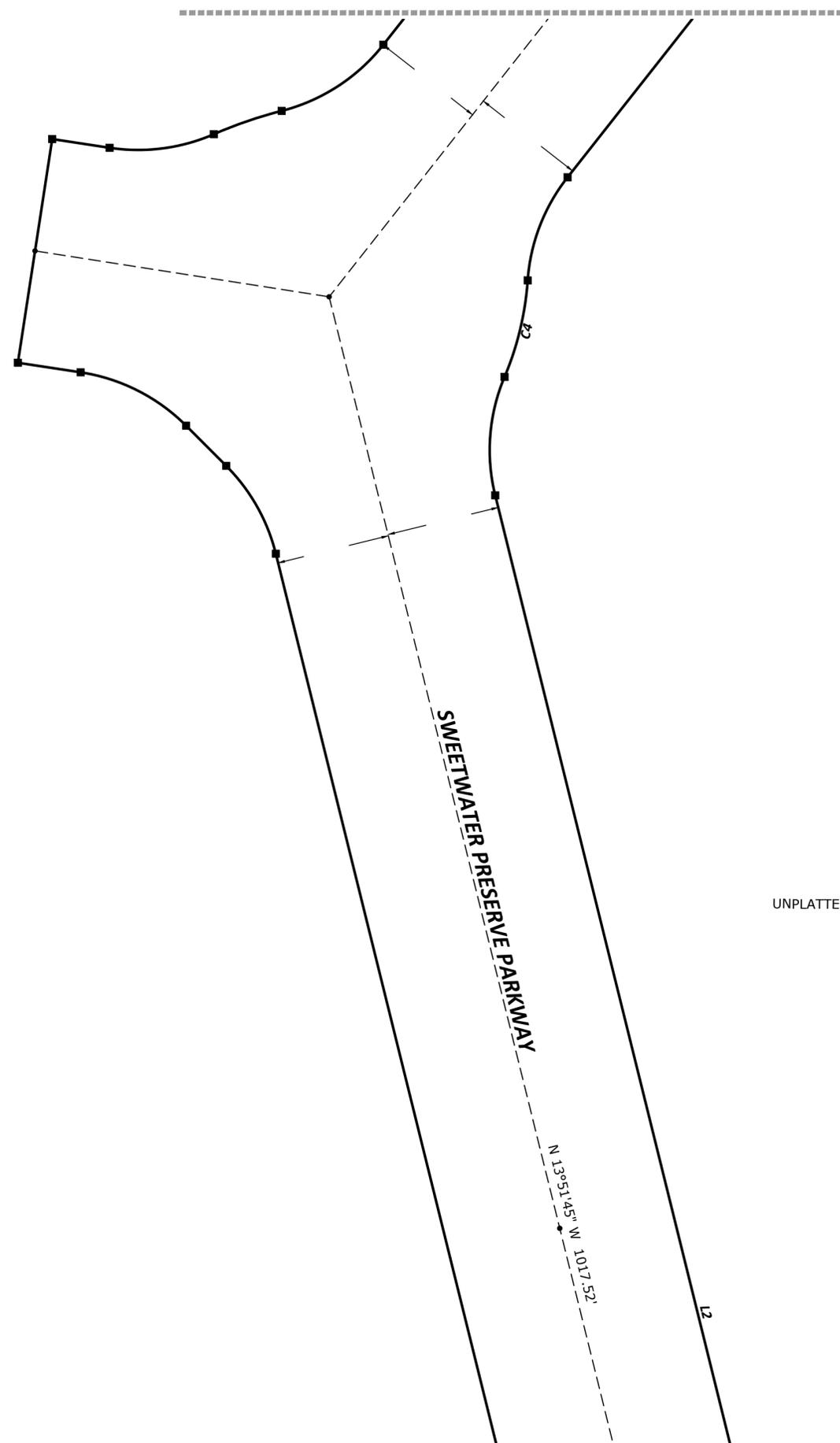
P.O.B.
N:1198696.86
E:501872.82

NO CORNER
FOUND

FOUND 2" IRON PIPE
S.E. CORNER OF SECTION 2
CCR# 070021

S 89°44'46" E 4972.66'





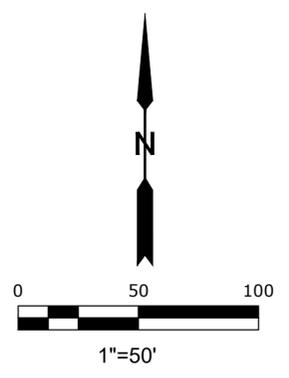
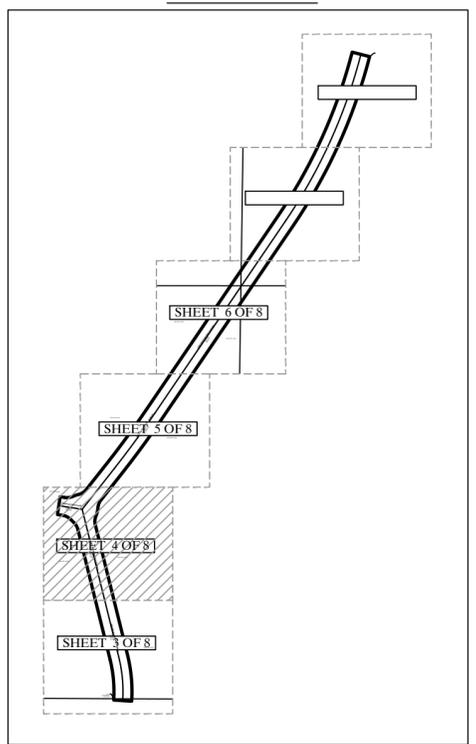
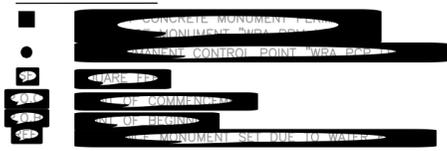
BASIS OF BEARING

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PLAT LEGEND



UNPLATTED LANDS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C3	100.00'	64.07'	62.98'	N 04°29'29\" E	36°42'28\"
C4	161.17'	52.87'	52.64'	N 13°26'50\" E	18°47'47\"
C5	100.00'	59.49'	58.61'	N 21°05'25\" E	34°04'57\"
C10	100.00'	65.34'	64.19'	S 56°51'04\" W	37°26'21\"
C11	237.33'	37.94'	37.90'	S 70°59'26\" W	9°09'37\"
C12	100.00'	56.35'	55.61'	S 82°33'12\" W	32°17'08\"
C13	100.00'	63.60'	62.53'	S 63°05'03\" E	36°26'21\"
C14	100.00'	54.11'	53.45'	S 29°21'49\" E	31°00'07\"

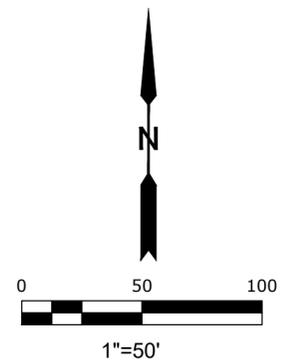
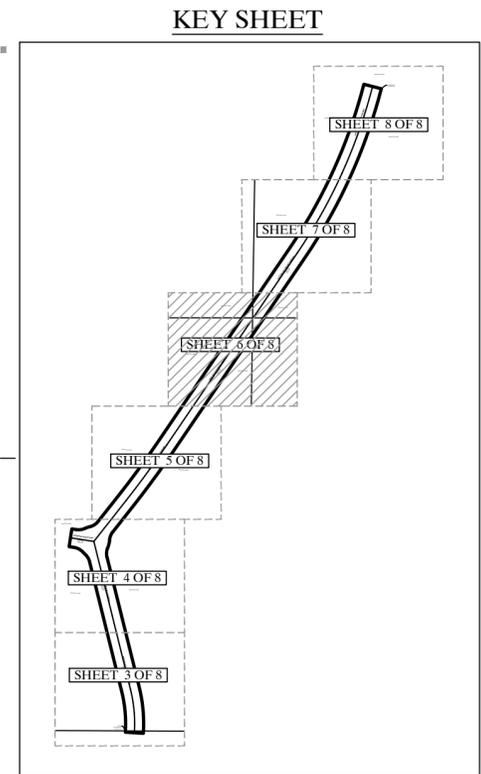
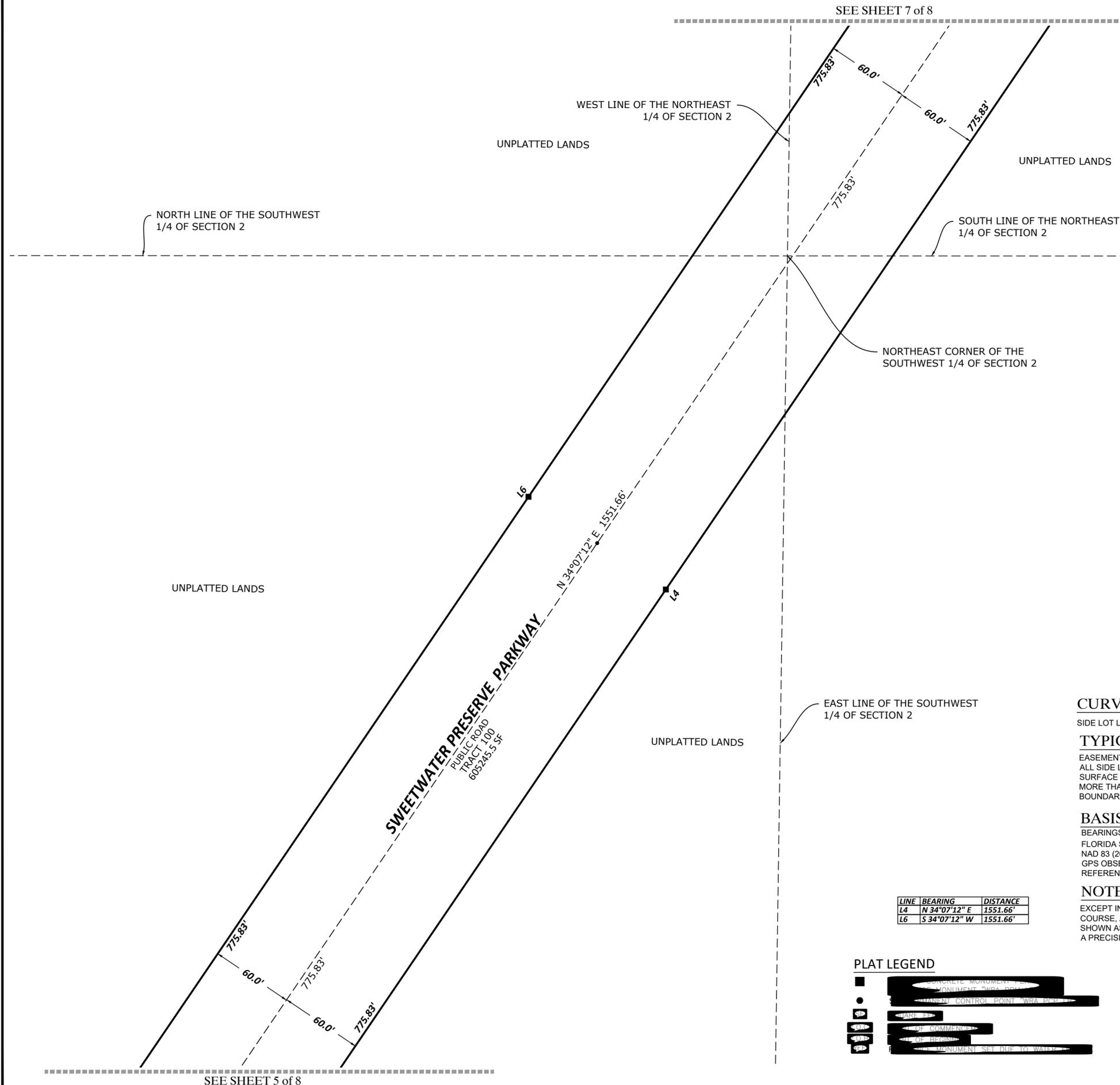
LINE	BEARING	DISTANCE
L2	N 13°51'45\" W	894.28'
L3	N 38°07'53\" E	221.59'
L7	S 38°07'53\" W	226.43'
L8	N 81°18'14\" W	30.66'
L9	S 08°41'46\" W	120.00'
L10	S 81°18'14\" E	33.55'
L11	S 44°51'53\" E	30.05'
L12	S 13°51'45\" E	892.02'

SEE SHEET 3 OF 8



SWEETWATER PRESERVE PARKWAY PHASE II

BEING A PORTION OF SECTION 2 AND 11 TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



CURVILINEAR FRONT LOT LINES

SIDE LOT LINES ARE RADIAL UNLESS LABELED NR (NON-RADIAL)

TYPICAL LOT LINE EASEMENT NOTE:

EASEMENTS OF 5' IN WIDTH ALONG ALL REAR LOT LINES AND 5' IN WIDTH ALONG ALL SIDE LOT LINES FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE, ACCESS AND IRRIGATION. WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS.

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LINE	BEARING	DISTANCE
L4	N 34°07'12\"/>	

PLAT LEGEND

- CONCRETE MONUMENT
- IRON MONUMENT
- SURVEY CONTROL POINT
- CORNER OF LOT
- CORNER OF BLOCK
- MONUMENT SET DUE TO WATER



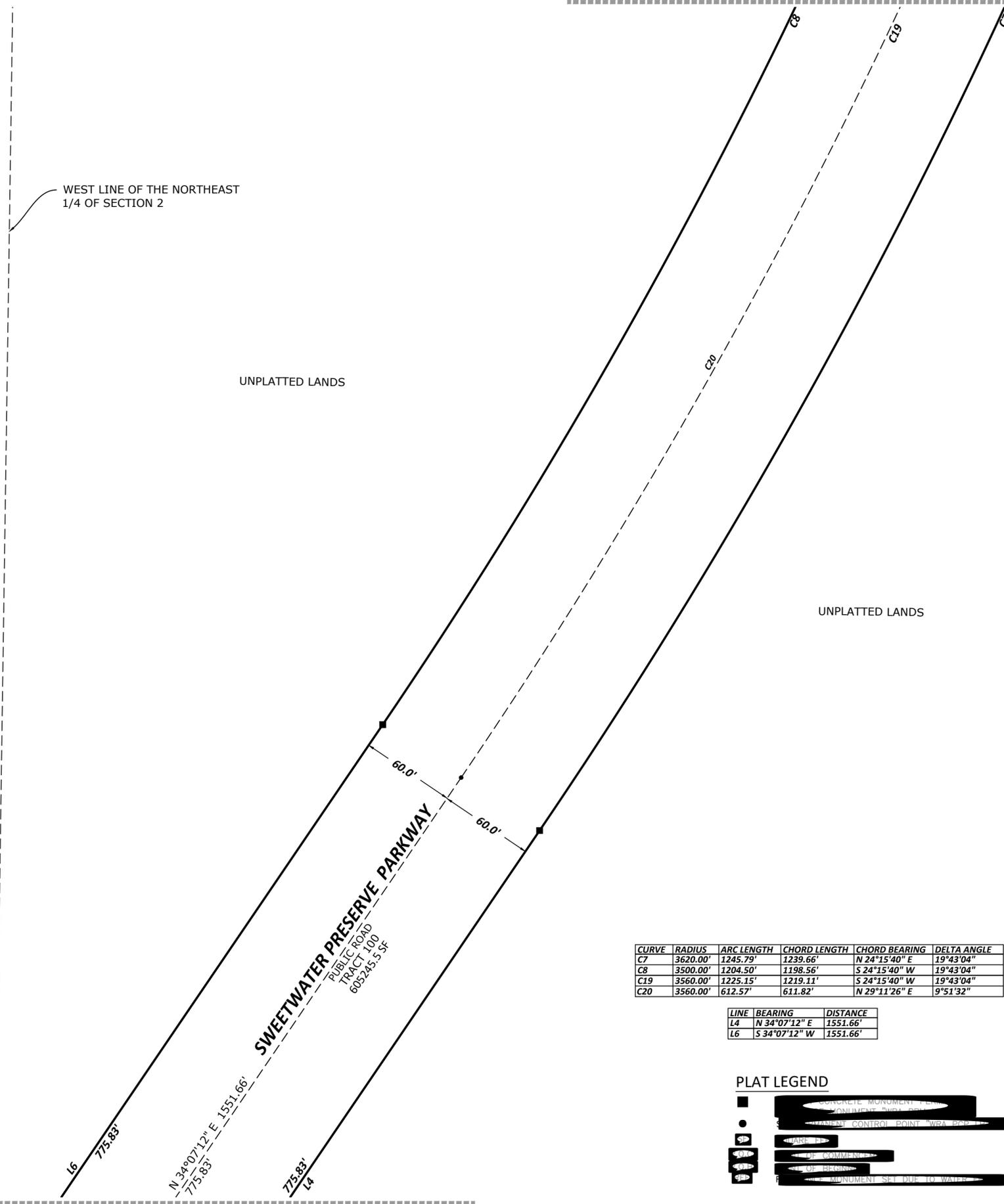
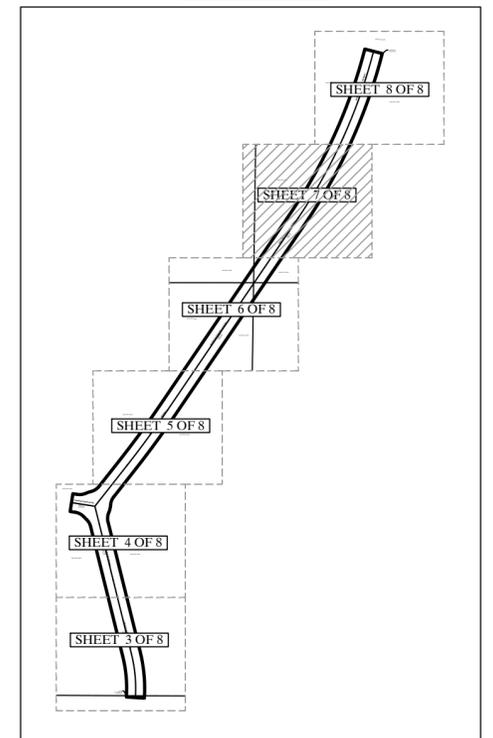
RESOURCE ASSOCIATES
Lodder Creek
TINSLEY PARK, FLORIDA
33524
www.wra-engineering.com

SWEETWATER PRESERVE PARKWAY PHASE II

BEING A PORTION OF SECTION 2 AND 11 TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

SEE SHEET 8 OF 8

KEY SHEET



WEST LINE OF THE NORTHEAST
1/4 OF SECTION 2

UNPLATTED LANDS

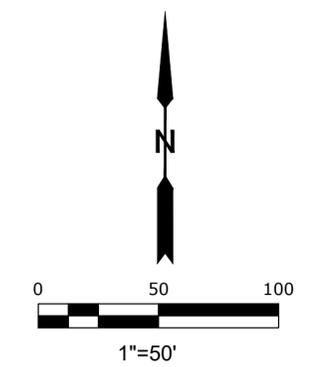
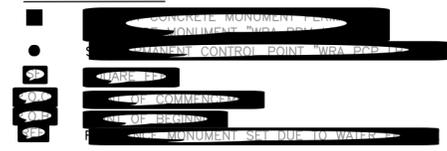
UNPLATTED LANDS

SWEETWATER PRESERVE PARKWAY
PUBLIC ROAD
TRACT 100
605245.5 SF

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C7	3620.00'	1245.79'	1239.66'	N 24°15'40" E	19°43'04"
C8	3500.00'	1204.50'	1198.56'	S 24°15'40" W	19°43'04"
C19	3560.00'	1225.15'	1219.11'	S 24°15'40" W	19°43'04"
C20	3560.00'	612.57'	611.82'	N 29°11'26" E	9°51'32"

LINE	BEARING	DISTANCE
L4	N 34°07'12" E	1551.66'
L6	S 34°07'12" W	1551.66'

PLAT LEGEND



CURVILINEAR FRONT LOT LINES

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SEE SHEET 6 OF 8



NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

15

REIMBURSEMENT AGREEMENT FOR UTILITY IMPROVEMENTS

Newport Isles Community Development District
Manatee County

THIS REIMBURSEMENT AGREEMENT FOR UTILITY IMPROVEMENTS (the “**Agreement**”) is made and entered into as of the _____ day of _____, 2025 (“**Effective Date**”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (“**County**”), and **NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, whose address is P.O. Box 810036, Boca Raton, Florida 33481 (“**Developer**”).

RECITALS

A. Developer is the Community Development District with governing authority relative to certain real property located in Manatee County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Property**”); and

B. The Property has zoning approval from the County pursuant to the authorizations set forth in Manatee County Zoning Ordinance PDMU-06-21(P)(R4) and Manatee County Resolutions 10-042 and 10-043 (the “**Project**”) and the Project is known as “Newport Isles”; and

C. The Manatee County Potable Water Master Plan requires the installation of a sixteen-inch (16”) potable water main within the Buckeye Road right-of-way from 73rd Avenue to 77th Avenue; and

D. The Developer desires to connect the Project to the County's potable water distribution system by extending the potable water main along Buckeye Road to the Project; and

E. In order to ensure efficient expansion of the potable water system for future development, County requested that Developer oversize the potable water main within the Buckeye Road right-of-way by installing a sixteen-inch (16") water main, rather than the twelve-inch (12") water main required by the Project, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Utility Improvements**" or "**Potable Oversizing**"); and

F. The Utility Improvements are not required by nor attributable to the Project and will provide additional capacity beyond that which is required by the Project; and

G. Policy 9.6.2.3 of the Manatee County Comprehensive Plan and Section 2-31-5 of the Manatee County Code of Ordinances authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the County's potable water distribution system where a developer is required to increase system capacity greater than that required by a proposed development; and

H. Developer and County desire to enter into this Agreement whereby County agrees to reimburse the Developer for the cost of additional materials associated with the Utility Improvements, all as more fully set forth herein.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.

2. Developer's Obligations.

2.1. Developer designed, engineered, permitted, installed and constructed the Utility Improvements in accordance with the provisions of the approved construction plans related to the Utility Improvements, this Agreement, and its Exhibits (collectively, the "**Scope of Services**").

2.2. Developer provided its services through contractors or subcontractors, wherein Developer (i) was solely responsible for payment to such contractors or subcontractors; and (ii) had the sole right to terminate such contractors or subcontractors. Developer shall indemnify and hold County harmless from any claims by contractors or subcontractors for payment for work performed for which Developer was paid or will be paid by County in accordance with this Agreement. Developer shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in a similar manner.

2.3. County hereby designates the Deputy Director of Engineering Services, Public Works Department, as its representative (the "**County Representative**") to act as a liaison with Developer to facilitate the performance of this Agreement and as its agent who is required to review invoices pursuant to the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes (the "**Act**"). Developer hereby designates Tom Chapman and/or Susan Collins as its representative (the "**Developer Representative**") to act as a liaison with County to facilitate the performance of this Agreement.

2.4. The County Representative is hereby authorized on behalf of County to approve minor deviations from the Scope of Services and minor modifications to the Agreement; however, no substantial deviations from the Scope of Services or substantial changes to the Agreement shall be made without the prior written consent from the County.

2.5. Developer provided and furnished all services necessary to design the Utility Improvements, including preparation of construction drawings and technical specifications required in connection therewith. Developer's engineer of record signed, sealed and dated the design calculations, technical specifications and construction drawings and reviewed and approved shop drawings. All portions of such drawings met all requirements of Florida law and County Standards pertaining to the design of the Utility Improvements.

2.6. Developer obtained all construction permits and authorizations from all governmental agencies exercising jurisdiction as were necessary to construct the Utility Improvements (the "**Project Permits**") and County joined and/or consented to any such Project Permits as were necessary. The final construction drawings and specifications approved in connection with the Project Permits and all other construction requirements reflected by such Project Permits shall be known and referred to as the "**Final Scope**" for purposes of this Agreement. The Final Scope shall not be modified without the written consent of County and Developer.

2.7. Developer selected its primary construction contractor, RIPA & Associates, which was acceptable to County for the Utility Improvements (with award to the lowest responsive, responsible bidder), where the number of qualified bids was at least three (3); a letter of bid rejection by a contractor constitutes a qualified bid. [DISCUSS]

2.8. Developer constructed the Utility Improvements concurrently with the development of the Project, and Developer completed construction of the Utility Improvements within three hundred sixty-five (365) days following commencement thereof.

2.9. During construction, Developer prepared and maintained complete and adequate books of account and records as to the costs of the Utility Improvements, which books of account and records are kept and maintained in accordance with generally

copies of checks, canceled checks, wire transfer instructions, final payment affidavits, or other verification reasonably identifying the Potable Oversizing Cost incurred and funded by Developer; (ii) the engineer's final completion certification, and Acceptance of Construction by County; and (iii) acceptable as-built plans. Acceptance of Construction by County shall not be unreasonably withheld or delayed. County shall not reimburse Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with the Final Scope or this Agreement.

3.2.3. County shall reimburse Developer, through a single payment, for the Potable Oversizing Cost in accordance with this Agreement. County shall process and pay the Potable Oversizing Cost represented in the Payment Application in accordance with the Act. At or before the end of the statutory twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Act.

4. Miscellaneous.

4.1. No General Obligation. The obligations of County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. County's obligation to reimburse funds to Developer is subject to the appropriation of legally available funds by the Board.

4.2. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements within the time periods provided herein (if any), or any time extension approved in writing by County, then County shall have the right, but

not the obligation, to complete the Utility Improvements following proper notice to Developer.

4.3. Indemnity. Developer shall indemnify, defend, keep, save and hold harmless County, its officers, agents, officials and employees, from and against all suits, actions, claims, demands, costs, penalties, fines, judgements or liability, including, but not limited to, attorneys' fees and other expenses, which arise out of or are due to any act or occurrence of omission of Developer, its consultants, contractors, officers, agents or employees, related to or in the performance of this Agreement. This indemnity provision shall remain enforceable subsequent to termination of this Agreement and shall continue until such time as any and all claims arising under this Agreement have been finally settled, regardless of when such claims are made. Neither Developer nor its consultants, contractors, nor any of their officers, agents or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property solely caused by or resulting from the actions and/or negligence of County, its officers, agents or employees. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall constitute a waiver of the District's limitations of liability set forth in Section 768.28, Florida Statutes or other applicable law.

4.4. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida, or the United States District Court, Middle District of Florida, Tampa Division.

4.5. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement

thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

4.6. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. The agreement supersedes all prior negotiations, understandings, or representations, both written and oral, applicable to the matters contained herein. The parties are not bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein and related to County's reimbursement of the Utility Improvements.

4.7. Notices. All notices, approvals, claims, consents, demands, requests or other communications between the parties ("**Notices**") shall be in writing. All Notices pertaining to payments and invoicing shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail and addressed to the County Representative and Developer Representative as indicated below. All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, United States first class or priority mail, postage prepaid, or by overnight delivery and addresses as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to Developer: Newport Isles Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Kristen Suit, District Manager

With a copy to: Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Caleb J. Grimes, Esq.

CC Manatee Land Investments, LLC
/ Manatee County
Reimbursement Agreement
Page 8 of 18

-and-

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

If to County: Manatee County Government
Attention: County Administrator
1112 Manatee Avenue West
Bradenton, FL 34205

With copies to: Deputy Director of Engineering Services
Manatee County Government
Public Works Department

1022 26th Avenue East
Bradenton, FL 34208
scott.may@mymanatee.org

And Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West
Bradenton, FL 34205

With the exception of Notices required by and in accordance with the Act, all Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given or five (5) days after being properly deposited for mailing.

4.8. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of Developer; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or

otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

4.9. Assignment. County specifically agrees that Developer may assign this Agreement to a subsequent developer or assignee of all or a portion of the Property without the County's consent. Developer shall provide written notice to the County Representative within ten (10) business days if this Agreement is assigned and provide proper documentation of such assignment.

4.10. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

4.11. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion, epidemic, flood, insurrection, pandemic, sinkhole or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.

4.12. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This

Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

4.13. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.14. Modifications and Amendments; Waivers.

4.14.1. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board and Developer.

4.14.2. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.

4.15. List of Exhibits. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit "A" Property

Exhibit "B"
Exhibit "C"

Utility Improvements
Potable Oversizing Cost

4.16. Authorization. Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute said Agreement.

4.17. Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party to cure the default within thirty (30) days from the non-defaulting party's written notice of default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice to the other party.

4.18. Effective Date. For purposes of this Agreement, the Effective Date shall be the date upon which the Agreement is executed by County.

4.19. Legal Fees and Costs. Except for disputes in accordance with the Act, each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.20. Public Records. Notwithstanding any other provisions of this Agreement, County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes. This provision shall survive the termination or expiration of this Agreement. Developer and its contractors, including sub-contractors, shall comply with Florida's public records laws and shall:

4.20.1. Keep and maintain public records required by County to perform the service.

4.20.2. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

4.20.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Developer does not transfer the records to the County.

4.20.4. Upon completion of the Agreement's term, transfer, at no cost, to County all public records in possession of Developer or keep and maintain public records required by County to perform the service. If Developer transfers all public records to County upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-748-4501, lacy.pritchard@mymanatee.org, and 1112 Manatee Ave W, Suite 200, Bradenton, FL 34205.

4.21. Term and Termination. This Agreement shall commence on the Effective Date and continue until (i) terminated early or (ii) full performance by both parties of each and every respective obligation arising under this Agreement.

4.22. Time of the Essence. Time is of the essence with regard to all dates set forth in this Agreement. The term “day” as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DEVELOPER:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government

By: _____

Print Name: Susan Collins

Its: _____

Date: _____

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By its Board of County Commissioners

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"
Property

See legal description attached hereto.

DRAFT

EXHIBIT "B"
Utility Improvements

See conceptual plans attached hereto.

DRAFT

EXHIBIT "C"
Potable Oversizing Cost

See document attached hereto.

DRAFT

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

16A

**CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR
RIGHT-OF-WAY IMPROVEMENTS
FOR
COASTERRA PARKWAY**

MANATEE COUNTY, FLORIDA
NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT (Agreement) is made and entered into by and between **NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes (**Independent Contractor**), whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL, 33431 and **MANATEE COUNTY**, a political subdivision of the State of Florida (**County**), whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, collectively the “Parties.”

WITNESSETH:

WHEREAS, the Independent Contractor desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of **COASTERRA PARKWAY**, as part of COASTERRA, more particularly described in Road Plat Book 13 Page(s) 71 through 78 of the Public Records of Manatee County, Florida, such improvements to be constructed and maintained in substantial compliance with the Schedule of Improvements and Maintenance attached hereto as Exhibit A and made a part hereof, and hereinafter referred to as the “Improvements”; and

WHEREAS, the Independent Contractor will pay for the construction and/or maintenance of the Improvements; and

WHEREAS, the County agrees to allow the Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit B only if the Independent Contractor

will execute and deliver this Agreement relating to the maintenance thereof and providing that the Independent Contractor agrees to hold the County harmless; and

WHEREAS, the County and the Independent Contractor desire to enter into this Agreement in order to memorialize their rights and obligations with respect to the Improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Independent Contractor and County hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.

2. **Effective Date.** This Agreement shall become effective upon execution by both parties.

3. **Termination.** This Agreement shall commence on the Effective Date and continue until (i) terminated for cause in accordance with applicable law, or (ii) either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. Upon termination, Independent Contractor shall, at its sole cost and expense, remove some or all of the Improvements as directed by the County's Director of Public Works or his designee.

4. **Construction and Maintenance.** It is and shall continue to be the sole obligation of the Independent Contractor to construct and maintain the Improvements, including any and all traffic signs and sign supports, structures, associated lighting and irrigation facilities, landscaping, and other ancillary items, as depicted in the Exhibits hereto, for so long as the Parties desire to have such Improvements remain upon the County's right-of-way. In connection therewith, the Independent Contractor shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense. Improvements to be maintained by the Independent Contractor as agreed upon through this Agreement include the following (check all which apply):

<u> X </u>	Monument Signs/Structures	<u> X </u>	Traffic Signs (Decorative)
<u> X </u>	Irrigation	<u> X </u>	Street Lighting (Decorative)
<u> X </u>	Trees to include trimming		Painted Traffic Structures
<u> X </u>	Landscape/Monument Lighting		Dry Retention Pond Plants
<u> X </u>	Landscaping shrubs/plants		Wet Retention Pond Plants
<u> X </u>	Sidewalk to include cleaning		
<u> X </u>	Sod to include mowing		

All Improvements shall be constructed and maintained in accordance with all applicable standards and Independent Contractor shall ensure all requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County’s Highway and Traffic Standards Manual, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto (collectively, “County Standards”).

5. Limitation of Rights; Assumption of Risk. The Independent Contractor understands and agrees that the rights and privileges granted in this Agreement are limited by the County’s rights, title and interest in the right-of-way to be entered upon and used by the Independent Contractor. For the purpose of neighborhood enhancement, the Independent Contractor has induced the County to enter into this Agreement to allow the Independent Contractor, on its own behalf and not as a service to the County, to install and maintain Improvements over and above those customarily installed or maintained by the County. Accordingly, the Independent Contractor will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by the Independent Contractor of the aforesaid rights and privileges in accordance with Section 11, hereof.

6. Utilities Located in Rights-of-Way. Prior to any excavation, the Independent Contractor shall comply with the one-call notification procedures in accordance with Section 556.105, Florida Statutes. Further, the Independent Contractor agrees that it shall confirm with the County the location of all known existing utilities, both

aerial and underground. The Independent Contractor further agrees that construction and/or maintenance of the Improvements, landscaping and/or irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

7. Removal or Relocation. The County's Director of Public Works or his designee may require, upon a minimum thirty (30) days' written notice to the Independent Contractor, that the Independent Contractor perform maintenance, repair, relocation or removal of the Improvements for good cause. Upon receipt of such notice, the Independent Contractor shall take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Independent Contractor fails to take the necessary corrective actions, the County may cause the maintenance, repair, relocation, or removal of the Improvements in such a manner as the County, in its sole discretion, deems appropriate and at the expense of the Independent Contractor, invoice the Independent Contractor accordingly with remittance to the County within twenty (20) days upon receipt of invoice.

8. Reservation of Right; Public Safety. The County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Independent Contractor in order to protect the public from unsafe conditions that may arise in any manner on account of the construction and/or maintenance of the Improvements by the Independent Contractor.

9. Permits Required. Independent Contractor acknowledges and agrees that no permitting approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable County Standards have been met.

10. Remedies. Should the Independent Contractor fail or refuse to maintain, repair, relocate or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against

the Independent Contractor, including specific performance, to which the Independent Contractor hereby agrees.

11. Indemnification. Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, in the performance of this Agreement.

12. Insurance. Independent Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Independent Contractor, his or her agents, representatives, employees, or sub-contractors.

12.1. Commercial General Liability. Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$50,000 Fire Damage Liability, \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage.

12.2. Automobile Liability. Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident. In lieu of the Combined Single Limit, coverage can be split into individual limits of \$500,000 Bodily Injury and \$500,000 Property Damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$500,000 Hired-Non-Owned Liability and \$10,000 Medical Payments.

12.3. Workers' Compensation and Employers' Liability. Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government.

12.3.1. Employers' Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

12.3.2. Should the Independent Contractor have "leased" employees, the Independent Contractor or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

12.3.3. Should the Independent Contractor have sub-contractors, the Independent Contractor is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all sub-contractors on the worksite and in compliance with the above requirements.

12.3.4. Installation Floater Insurance. Coverage shall be afforded under a per occurrence policy form, policy for limits not less than 100% of the completed value of such addition(s), building(s), or structure(s).

12.3.5. Railroad Liability Insurance. When performing work around any right-of-way or intersection with or near railroad tracks, Railroad Liability insurance must be afforded for limits not less \$1,000,000 each occurrence and \$2,000,0000 aggregate per location. This policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida," "CSX Railroad," and "Florida Power & Light" as additional named insureds.

The policies are to contain, or be endorsed to contain, the following provisions:

12.4. Commercial General Liability, Automobile Liability, Installation Floater, and Railroad Liability Coverages:

12.4.1. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Named Insured in respects to:

Liability arising out of activities performed by or on behalf of the Independent Contractor, his agents, representatives, employees, and sub-contractors. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

The Independent Contractor shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as additional named insured; or, (2) an endorsement can be issued that states that all certificate holders are additional named insured with respects to the policy.

12.4.2. The Independent Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Independent Contractor's insurance and shall be non-contributory.

12.4.3. The insurance policies must be on an occurrence form.

12.5. Workers' Compensation and Employers' Liability Coverages. The Independent Contractor shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by the Independent Contractor for the County.

12.6. General insurance provisions applicable to all policies:

12.6.1. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Independent Contractor shall

furnish the County with Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or agreement number, and name or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an additional named insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County’s Risk Manager or designee, Independent Contractor will provide the County with a certified copy of applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Manager
Post Office Box 1000, Bradenton, FL 34205

12.6.2. The corresponding contract or agreement number and list of roadways and intersections, as applicable, and name shall be listed on each certificate.

12.6.3. Independent Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

12.6.4. Independent Contractor agrees that should at any time Independent Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.

12.6.5. The Independent Contractor waives all subrogation rights against the County for all losses or damages which occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not.

12.6.6. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded.

12.6.7. The Independent Contractor has sole responsibility for all insurance premiums and policy deductibles.

12.6.8. It is the Independent Contractor's responsibility to ensure that his or her agents, representatives, and sub-contractors comply with the insurance requirements set forth herein. Independent Contractor shall include his or her agents, representatives, and sub-contractors working in accordance with this Agreement as insured under its policies, or Independent Contractor shall furnish separate certificates and endorsements for each agent, representative, and sub-contractor working in accordance with this Agreement. All coverages for agents, representatives, and sub-contractors shall be subject to all of the requirements set forth.

12.6.9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

12.7. Independent Contractor understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

12.8. Independent Contractor understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Independent Contractor's obligation to provide and maintain the insurance coverage specified.

13. Amendments. This Agreement may be amended only pursuant to an instrument in writing jointly executed by the Parties hereto and duly authorized and approved by the Board of County Commissioners (Board) and by the Independent Contractor. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.

14. Assignments. The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party.

15. Validity. After consultation with their respective legal counsel, the County and Independent Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. Independent Contractor and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

16. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. The County's obligation

to reimburse funds to the Independent Contractor is subject to the appropriation of legally available funds by the Board.

17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform

18. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

19. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

20. Severability. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

21. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

22. Full Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. The Agreement supersedes all prior negotiations, understandings, or representations, both written and oral, applicable to the matters contained herein. The Parties are not bound by any terms, conditions, statements, warranties or representations, written or oral not contained herein.

23. No Development Rights Conferred. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall: (i) create any development rights in favor of the Independent Contractor; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

24. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the County: Manatee County Government
Attention: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

With copies to: Manatee County Government
Attention: Public Works Director
1022 26th Avenue East
Bradenton, Florida 34208

And Manatee County Government
Attention: County Attorney
Post Office Box 1000
Bradenton, Florida 34206
cao@mymanatee.org

If to Independent Contractor: Newport Isles Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL, 33431
Attn: Craig Wrathell, District Manager

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

25. Legal Fees and Costs. Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Agreement.

26. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause for action shall accrue to or by reason hereof, or for the benefit of any third party not a party hereto.

27. Public Records. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be

made available to the public pursuant to Chapter 119, Florida Statutes, or Florida law. This provision shall survive the termination or expiration of the Agreement. Pursuant to Section 119.0701, Florida Statutes, to the extent Independent Contractor is performing services on behalf of the County, Independent Contractor shall:

27.1. Keep and maintain public records that would ordinarily be required by the County to perform the services.

27.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

27.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Independent Contractor does not transfer the records to the County.

27.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Independent Contractor or keep and maintain public records required by the County to perform the service. If Independent Contractor transfers all public records to the County upon completion of the Agreement, Independent Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Independent Contractor keeps and maintains public records upon completion of the Agreement, Independent Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

28. E-Verify. Independent Contractor and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Independent Contractor certifies that, if applicable and required by law, Independent Contractor and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. This article serves as notice to the Independent Contractor regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the Independent Contractor has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Independent Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

29. Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically incorporated and made a part of this Agreement. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit A	Schedule of Improvements and Maintenance
Exhibit B	Rights-of-Way

30. Authorization. Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement were properly completed, and that the persons who

execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

31. Time is of the Essence. Time is of the essence with regard to all dates set forth in this Agreement. The term “day” as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).

32. Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party to cure the default within thirty (30) days from the non-defaulting party’s written notice of default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon sixty (60) days’ written notice to the other party.

33. Non-Discrimination. Independent Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in the Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

Independent Contractor warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Agreement, Independent Contractor agrees to include this provision in all subcontracts issued as a result of the Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized on the respective dates below.

INDEPENDENT CONTRACTOR:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special government

By: _____

Its: _____

Date: _____

**ATTEST:
BRAIN LAMB**

By: _____

Secretary

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____

Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER**

By: _____

Deputy Clerk

EXHIBIT A

Schedule of Improvements and Maintenance

The below items, if and where installed in the Coasterra Parkway right-of-way in connection with the Coasterra subdivision, shall be maintained by the Newport Isles Community Development District as provided for in this Agreement.

- **Monument Signs/Structures**
- **Irrigation**
- **Tress to include trimming**
- **Landscape/Monument Lighting**
- **Landscaping shrubs/plants**
- **Sidewalk to include cleaning**
- **Sod to include mowing**
- **Traffic signs (decorative)**
- **Street lighting (decorative)**

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EXHIBIT B

Rights-of-Way

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

16B

**CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR
RIGHT-OF-WAY IMPROVEMENTS
FOR
SWEETWATER PRESERVE PARKWAY - PHASE 2**

MANATEE COUNTY, FLORIDA
NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT (Agreement) is made and entered into by and between **NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes (**Independent Contractor**), whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL, 33431 and **MANATEE COUNTY**, a political subdivision of the State of Florida (**County**), whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, collectively the "Parties."

WITNESSETH:

WHEREAS, the Independent Contractor desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of **SWEETWATER PRESERVE PARKWAY - PHASE 2**, as part of COASTERRA, more particularly described in Road Plat Book xx Page(s) xx through xx of the Public Records of Manatee County, Florida, such improvements to be constructed and maintained in substantial compliance with the Schedule of Improvements and Maintenance attached hereto as Exhibit A and made a part hereof, and hereinafter referred to as the "Improvements"; and

WHEREAS, the Independent Contractor will pay for the construction and/or maintenance of the Improvements; and

WHEREAS, the County agrees to allow the Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit B only if the Independent Contractor

will execute and deliver this Agreement relating to the maintenance thereof and providing that the Independent Contractor agrees to hold the County harmless; and

WHEREAS, the County and the Independent Contractor desire to enter into this Agreement in order to memorialize their rights and obligations with respect to the Improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Independent Contractor and County hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.

2. Effective Date. This Agreement shall become effective upon execution by both parties.

3. Termination. This Agreement shall commence on the Effective Date and continue until (i) terminated for cause in accordance with applicable law, or (ii) either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. Upon termination, Independent Contractor shall, at its sole cost and expense, remove some or all of the Improvements as directed by the County's Director of Public Works or his designee.

4. Construction and Maintenance. It is and shall continue to be the sole obligation of the Independent Contractor to construct and maintain the Improvements, including any and all traffic signs and sign supports, structures, associated lighting and irrigation facilities, landscaping, and other ancillary items, as depicted in the Exhibits hereto, for so long as the Parties desire to have such Improvements remain upon the County's right-of-way. In connection therewith, the Independent Contractor shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense. Improvements to be maintained by the Independent Contractor as agreed upon through this Agreement include the following (check all which apply):

<u> X </u>	Monument Signs/Structures	<u> X </u>	Traffic Signs (Decorative)
<u> X </u>	Irrigation	<u> X </u>	Street Lighting (Decorative)
<u> X </u>	Trees to include trimming		Painted Traffic Structures
<u> X </u>	Landscape/Monument Lighting		Dry Retention Pond Plants
<u> X </u>	Landscaping shrubs/plants		Wet Retention Pond Plants
<u> X </u>	Sidewalk to include cleaning		
<u> X </u>	Sod to include mowing		

All Improvements shall be constructed and maintained in accordance with all applicable standards and Independent Contractor shall ensure all requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County’s Highway and Traffic Standards Manual, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto (collectively, “County Standards”).

5. Limitation of Rights; Assumption of Risk. The Independent Contractor understands and agrees that the rights and privileges granted in this Agreement are limited by the County’s rights, title and interest in the right-of-way to be entered upon and used by the Independent Contractor. For the purpose of neighborhood enhancement, the Independent Contractor has induced the County to enter into this Agreement to allow the Independent Contractor, on its own behalf and not as a service to the County, to install and maintain Improvements over and above those customarily installed or maintained by the County. Accordingly, the Independent Contractor will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by the Independent Contractor of the aforesaid rights and privileges in accordance with Section 11, hereof.

6. Utilities Located in Rights-of-Way. Prior to any excavation, the Independent Contractor shall comply with the one-call notification procedures in accordance with Section 556.105, Florida Statutes. Further, the Independent Contractor agrees that it shall confirm with the County the location of all known existing utilities, both

aerial and underground. The Independent Contractor further agrees that construction and/or maintenance of the Improvements, landscaping and/or irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

7. Removal or Relocation. The County's Director of Public Works or his designee may require, upon a minimum thirty (30) days' written notice to the Independent Contractor, that the Independent Contractor perform maintenance, repair, relocation or removal of the Improvements for good cause. Upon receipt of such notice, the Independent Contractor shall take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Independent Contractor fails to take the necessary corrective actions, the County may cause the maintenance, repair, relocation, or removal of the Improvements in such a manner as the County, in its sole discretion, deems appropriate and at the expense of the Independent Contractor, invoice the Independent Contractor accordingly with remittance to the County within twenty (20) days upon receipt of invoice.

8. Reservation of Right; Public Safety. The County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Independent Contractor in order to protect the public from unsafe conditions that may arise in any manner on account of the construction and/or maintenance of the Improvements by the Independent Contractor.

9. Permits Required. Independent Contractor acknowledges and agrees that no permitting approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable County Standards have been met.

10. Remedies. Should the Independent Contractor fail or refuse to maintain, repair, relocate or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against

the Independent Contractor, including specific performance, to which the Independent Contractor hereby agrees.

11. Indemnification. Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, in the performance of this Agreement.

12. Insurance. Independent Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Independent Contractor, his or her agents, representatives, employees, or sub-contractors.

12.1. Commercial General Liability. Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$50,000 Fire Damage Liability, \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage.

12.2. Automobile Liability. Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident. In lieu of the Combined Single Limit, coverage can be split into individual limits of \$500,000 Bodily Injury and \$500,000 Property Damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$500,000 Hired-Non-Owned Liability and \$10,000 Medical Payments.

12.3. Workers' Compensation and Employers' Liability. Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government.

12.3.1. Employers' Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

12.3.2. Should the Independent Contractor have "leased" employees, the Independent Contractor or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

12.3.3. Should the Independent Contractor have sub-contractors, the Independent Contractor is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all sub-contractors on the worksite and in compliance with the above requirements.

12.3.4. Installation Floater Insurance. Coverage shall be afforded under a per occurrence policy form, policy for limits not less than 100% of the completed value of such addition(s), building(s), or structure(s).

12.3.5. Railroad Liability Insurance. When performing work around any right-of-way or intersection with or near railroad tracks, Railroad Liability insurance must be afforded for limits not less \$1,000,000 each occurrence and \$2,000,0000 aggregate per location. This policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida," "CSX Railroad," and "Florida Power & Light" as additional named insureds.

The policies are to contain, or be endorsed to contain, the following provisions:

12.4. Commercial General Liability, Automobile Liability, Installation Floater, and Railroad Liability Coverages:

12.4.1. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Named Insured in respects to:

Liability arising out of activities performed by or on behalf of the Independent Contractor, his agents, representatives, employees, and sub-contractors. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

The Independent Contractor shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as additional named insured; or, (2) an endorsement can be issued that states that all certificate holders are additional named insured with respects to the policy.

12.4.2. The Independent Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Independent Contractor's insurance and shall be non-contributory.

12.4.3. The insurance policies must be on an occurrence form.

12.5. Workers' Compensation and Employers' Liability Coverages. The Independent Contractor shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by the Independent Contractor for the County.

12.6. General insurance provisions applicable to all policies:

12.6.1. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Independent Contractor shall

furnish the County with Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or agreement number, and name or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an additional named insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County’s Risk Manager or designee, Independent Contractor will provide the County with a certified copy of applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Manager
Post Office Box 1000, Bradenton, FL 34205

12.6.2. The corresponding contract or agreement number and list of roadways and intersections, as applicable, and name shall be listed on each certificate.

12.6.3. Independent Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

12.6.4. Independent Contractor agrees that should at any time Independent Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.

12.6.5. The Independent Contractor waives all subrogation rights against the County for all losses or damages which occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not.

12.6.6. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded.

12.6.7. The Independent Contractor has sole responsibility for all insurance premiums and policy deductibles.

12.6.8. It is the Independent Contractor's responsibility to ensure that his or her agents, representatives, and sub-contractors comply with the insurance requirements set forth herein. Independent Contractor shall include his or her agents, representatives, and sub-contractors working in accordance with this Agreement as insured under its policies, or Independent Contractor shall furnish separate certificates and endorsements for each agent, representative, and sub-contractor working in accordance with this Agreement. All coverages for agents, representatives, and sub-contractors shall be subject to all of the requirements set forth.

12.6.9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

12.7. Independent Contractor understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

12.8. Independent Contractor understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Independent Contractor's obligation to provide and maintain the insurance coverage specified.

13. Amendments. This Agreement may be amended only pursuant to an instrument in writing jointly executed by the Parties hereto and duly authorized and approved by the Board of County Commissioners (Board) and by the Independent Contractor. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.

14. Assignments. The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party.

15. Validity. After consultation with their respective legal counsel, the County and Independent Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. Independent Contractor and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

16. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. The County's obligation

to reimburse funds to the Independent Contractor is subject to the appropriation of legally available funds by the Board.

17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform

18. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

19. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

20. Severability. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

21. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

22. Full Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. The Agreement supersedes all prior negotiations, understandings, or representations, both written and oral, applicable to the matters contained herein. The Parties are not bound by any terms, conditions, statements, warranties or representations, written or oral not contained herein.

23. No Development Rights Conferred. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall: (i) create any development rights in favor of the Independent Contractor; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

24. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the County: Manatee County Government
Attention: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

With copies to: Manatee County Government
Attention: Public Works Director
1022 26th Avenue East
Bradenton, Florida 34208

And
Manatee County Government
Attention: County Attorney
Post Office Box 1000
Bradenton, Florida 34206
cao@mymanatee.org

If to Independent Contractor: Newport Isles Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL, 33431
Attn: Craig Wrathell, District Manager

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

25. Legal Fees and Costs. Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Agreement.

26. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause for action shall accrue to or by reason hereof, or for the benefit of any third party not a party hereto.

27. Public Records. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be

made available to the public pursuant to Chapter 119, Florida Statutes, or Florida law. This provision shall survive the termination or expiration of the Agreement. Pursuant to Section 119.0701, Florida Statutes, to the extent Independent Contractor is performing services on behalf of the County, Independent Contractor shall:

27.1. Keep and maintain public records that would ordinarily be required by the County to perform the services.

27.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

27.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Independent Contractor does not transfer the records to the County.

27.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Independent Contractor or keep and maintain public records required by the County to perform the service. If Independent Contractor transfers all public records to the County upon completion of the Agreement, Independent Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Independent Contractor keeps and maintains public records upon completion of the Agreement, Independent Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

28. E-Verify. Independent Contractor and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Independent Contractor certifies that, if applicable and required by law, Independent Contractor and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. This article serves as notice to the Independent Contractor regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the Independent Contractor has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Independent Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

29. Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically incorporated and made a part of this Agreement. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit A	Schedule of Improvements and Maintenance
Exhibit B	Rights-of-Way

30. Authorization. Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement were properly completed, and that the persons who

execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

31. Time is of the Essence. Time is of the essence with regard to all dates set forth in this Agreement. The term “day” as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).

32. Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party to cure the default within thirty (30) days from the non-defaulting party’s written notice of default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon sixty (60) days’ written notice to the other party.

33. Non-Discrimination. Independent Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in the Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

Independent Contractor warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Agreement, Independent Contractor agrees to include this provision in all subcontracts issued as a result of the Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized on the respective dates below.

INDEPENDENT CONTRACTOR:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special government

By: _____

Its: _____

Date: _____

ATTEST:
BRAIN LAMB

By: _____

Secretary

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____

Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT A

Schedule of Improvements and Maintenance

The below items, if and where installed in the Sweetwater Preserve Parkway - Phase 2 right-of-way in connection with the Coasterra subdivision, shall be maintained by the Newport Isles Community Development District as provided for in this Agreement.

- **Monument Signs/Structures**
- **Irrigation**
- **Tress to include trimming**
- **Landscape/Monument Lighting**
- **Landscaping shrubs/plants**
- **Sidewalk to include cleaning**
- **Sod to include mowing**
- **Traffic signs (decorative)**
- **Street lighting (decorative)**

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EXHIBIT B

Rights-of-Way

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

16C

**CONSTRUCTION AND MAINTENANCE AGREEMENT
FOR
RIGHT-OF-WAY IMPROVEMENTS
FOR
SEDFIELD BLVD**

MANATEE COUNTY, FLORIDA
NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

THIS AGREEMENT (Agreement) is made and entered into by and between **NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes (**Independent Contractor**), whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL, 33431 and **MANATEE COUNTY**, a political subdivision of the State of Florida (**County**), whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, collectively the "Parties."

WITNESSETH:

WHEREAS, the Independent Contractor desires to construct and/or to assume the maintenance responsibilities for improvements installed on the public right(s)-of-way of **SEDFIELD BLVD**, as part of COASTERRA, more particularly described in Road Plat Book 13 Page(s) 79 through 86 of the Public Records of Manatee County, Florida, such improvements to be constructed and maintained in substantial compliance with the Schedule of Improvements and Maintenance attached hereto as Exhibit A and made a part hereof, and hereinafter referred to as the "Improvements"; and

WHEREAS, the Independent Contractor will pay for the construction and/or maintenance of the Improvements; and

WHEREAS, the County agrees to allow the Improvements to be constructed within the County's right(s)-of-way as depicted on Exhibit B only if the Independent Contractor

will execute and deliver this Agreement relating to the maintenance thereof and providing that the Independent Contractor agrees to hold the County harmless; and

WHEREAS, the County and the Independent Contractor desire to enter into this Agreement in order to memorialize their rights and obligations with respect to the Improvements.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the Independent Contractor and County hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.

2. **Effective Date.** This Agreement shall become effective upon execution by both parties.

3. **Termination.** This Agreement shall commence on the Effective Date and continue until (i) terminated for cause in accordance with applicable law, or (ii) either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party. Upon termination, Independent Contractor shall, at its sole cost and expense, remove some or all of the Improvements as directed by the County's Director of Public Works or his designee.

4. **Construction and Maintenance.** It is and shall continue to be the sole obligation of the Independent Contractor to construct and maintain the Improvements, including any and all traffic signs and sign supports, structures, associated lighting and irrigation facilities, landscaping, and other ancillary items, as depicted in the Exhibits hereto, for so long as the Parties desire to have such Improvements remain upon the County's right-of-way. In connection therewith, the Independent Contractor shall maintain the Improvements in a neat and attractive condition and good repair at its sole cost and expense. Improvements to be maintained by the Independent Contractor as agreed upon through this Agreement include the following (check all which apply):

<u> X </u>	Monument Signs/Structures	<u> X </u>	Traffic Signs (Decorative)
<u> X </u>	Irrigation	<u> X </u>	Street Lighting (Decorative)
<u> X </u>	Trees to include trimming		Painted Traffic Structures
<u> X </u>	Landscape/Monument Lighting		Dry Retention Pond Plants
<u> X </u>	Landscaping shrubs/plants		Wet Retention Pond Plants
<u> X </u>	Sidewalk to include cleaning		
<u> X </u>	Sod to include mowing		

All Improvements shall be constructed and maintained in accordance with all applicable standards and Independent Contractor shall ensure all requirements have been met, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County’s Highway and Traffic Standards Manual, any approved general development plan, preliminary or final site plan, or right-of-way use permit, and all conditions or stipulations thereto (collectively, “County Standards”).

5. Limitation of Rights; Assumption of Risk. The Independent Contractor understands and agrees that the rights and privileges granted in this Agreement are limited by the County’s rights, title and interest in the right-of-way to be entered upon and used by the Independent Contractor. For the purpose of neighborhood enhancement, the Independent Contractor has induced the County to enter into this Agreement to allow the Independent Contractor, on its own behalf and not as a service to the County, to install and maintain Improvements over and above those customarily installed or maintained by the County. Accordingly, the Independent Contractor will at all times assume all risk of and indemnify, defend, and hold harmless the County, its officials, its employees and its agents from and against any loss, damage, cost, expense, claim, suit or judgment arising in any manner on account of the exercise or attempted exercise by the Independent Contractor of the aforesaid rights and privileges in accordance with Section 11, hereof.

6. Utilities Located in Rights-of-Way. Prior to any excavation, the Independent Contractor shall comply with the one-call notification procedures in accordance with Section 556.105, Florida Statutes. Further, the Independent Contractor agrees that it shall confirm with the County the location of all known existing utilities, both

aerial and underground. The Independent Contractor further agrees that construction and/or maintenance of the Improvements, landscaping and/or irrigation system and other improvements within the right-of-way shall not interfere with any existing facilities and underground utilities.

7. Removal or Relocation. The County's Director of Public Works or his designee may require, upon a minimum thirty (30) days' written notice to the Independent Contractor, that the Independent Contractor perform maintenance, repair, relocation or removal of the Improvements for good cause. Upon receipt of such notice, the Independent Contractor shall take or cause the necessary corrective actions within such reasonable time as may be specified in such notice. After expiration of such reasonable time, but no sooner than thirty (30) days, if the Independent Contractor fails to take the necessary corrective actions, the County may cause the maintenance, repair, relocation, or removal of the Improvements in such a manner as the County, in its sole discretion, deems appropriate and at the expense of the Independent Contractor, invoice the Independent Contractor accordingly with remittance to the County within twenty (20) days upon receipt of invoice.

8. Reservation of Right; Public Safety. The County specifically reserves the right to take such action as it deems necessary, in its sole discretion, and without notice to Independent Contractor in order to protect the public from unsafe conditions that may arise in any manner on account of the construction and/or maintenance of the Improvements by the Independent Contractor.

9. Permits Required. Independent Contractor acknowledges and agrees that no permitting approval is given hereby for the Improvements. No Improvements shall be placed in the right-of-way unless and until all proper authorizations have been obtained and all applicable County Standards have been met.

10. Remedies. Should the Independent Contractor fail or refuse to maintain, repair, relocate or replace the Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against

the Independent Contractor, including specific performance, to which the Independent Contractor hereby agrees.

11. Indemnification. Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Independent Contractor, its heirs, assignees, grantees, purchasers for value, and successors in interest, in the performance of this Agreement.

12. Insurance. Independent Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Independent Contractor, his or her agents, representatives, employees, or sub-contractors.

12.1. Commercial General Liability. Coverage must be afforded under a per occurrence policy form for limits not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$50,000 Fire Damage Liability, \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage.

12.2. Automobile Liability. Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident. In lieu of the Combined Single Limit, coverage can be split into individual limits of \$500,000 Bodily Injury and \$500,000 Property Damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$500,000 Hired-Non-Owned Liability and \$10,000 Medical Payments.

12.3. Workers' Compensation and Employers' Liability. Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government.

12.3.1. Employers' Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

12.3.2. Should the Independent Contractor have "leased" employees, the Independent Contractor or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

12.3.3. Should the Independent Contractor have sub-contractors, the Independent Contractor is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all sub-contractors on the worksite and in compliance with the above requirements.

12.3.4. Installation Floater Insurance. Coverage shall be afforded under a per occurrence policy form, policy for limits not less than 100% of the completed value of such addition(s), building(s), or structure(s).

12.3.5. Railroad Liability Insurance. When performing work around any right-of-way or intersection with or near railroad tracks, Railroad Liability insurance must be afforded for limits not less \$1,000,000 each occurrence and \$2,000,0000 aggregate per location. This policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida," "CSX Railroad," and "Florida Power & Light" as additional named insureds.

The policies are to contain, or be endorsed to contain, the following provisions:

12.4. Commercial General Liability, Automobile Liability, Installation Floater, and Railroad Liability Coverages:

12.4.1. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Named Insured in respects to:

Liability arising out of activities performed by or on behalf of the Independent Contractor, his agents, representatives, employees, and sub-contractors. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

The Independent Contractor shall provide the endorsement that evidences the County being listed as an additional named insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as additional named insured; or, (2) an endorsement can be issued that states that all certificate holders are additional named insured with respects to the policy.

12.4.2. The Independent Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Independent Contractor's insurance and shall be non-contributory.

12.4.3. The insurance policies must be on an occurrence form.

12.5. Workers' Compensation and Employers' Liability Coverages. The Independent Contractor shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by the Independent Contractor for the County.

12.6. General insurance provisions applicable to all policies:

12.6.1. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, Independent Contractor shall

furnish the County with Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or agreement number, and name or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an additional named insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County’s Risk Manager or designee, Independent Contractor will provide the County with a certified copy of applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Manager
Post Office Box 1000, Bradenton, FL 34205

12.6.2. The corresponding contract or agreement number and list of roadways and intersections, as applicable, and name shall be listed on each certificate.

12.6.3. Independent Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.

12.6.4. Independent Contractor agrees that should at any time Independent Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.

12.6.5. The Independent Contractor waives all subrogation rights against the County for all losses or damages which occur during the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not.

12.6.6. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded.

12.6.7. The Independent Contractor has sole responsibility for all insurance premiums and policy deductibles.

12.6.8. It is the Independent Contractor's responsibility to ensure that his or her agents, representatives, and sub-contractors comply with the insurance requirements set forth herein. Independent Contractor shall include his or her agents, representatives, and sub-contractors working in accordance with this Agreement as insured under its policies, or Independent Contractor shall furnish separate certificates and endorsements for each agent, representative, and sub-contractor working in accordance with this Agreement. All coverages for agents, representatives, and sub-contractors shall be subject to all of the requirements set forth.

12.6.9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better.

12.7. Independent Contractor understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.

12.8. Independent Contractor understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Independent Contractor's obligation to provide and maintain the insurance coverage specified.

13. Amendments. This Agreement may be amended only pursuant to an instrument in writing jointly executed by the Parties hereto and duly authorized and approved by the Board of County Commissioners (Board) and by the Independent Contractor. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing and signed by the party who possesses the right to waive enforcement with an express and specific statement of the intent of such governing body or officer to provide such waiver.

14. Assignments. The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party.

15. Validity. After consultation with their respective legal counsel, the County and Independent Contractor each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. Independent Contractor and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

16. No General Obligation. The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida. The County's obligation

to reimburse funds to the Independent Contractor is subject to the appropriation of legally available funds by the Board.

17. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform

18. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

19. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

20. Severability. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

21. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Any action filed regarding this Agreement shall be filed in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

22. Full Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. The Agreement supersedes all prior negotiations, understandings, or representations, both written and oral, applicable to the matters contained herein. The Parties are not bound by any terms, conditions, statements, warranties or representations, written or oral not contained herein.

23. No Development Rights Conferred. The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall: (i) create any development rights in favor of the Independent Contractor; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

24. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the County: Manatee County Government
Attention: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

With copies to: Manatee County Government
Attention: Public Works Director
1022 26th Avenue East
Bradenton, Florida 34208

And
Manatee County Government
Attention: County Attorney
Post Office Box 1000
Bradenton, Florida 34206
cao@mymanatee.org

If to Independent Contractor: Newport Isles Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL, 33431
Attn: Craig Wrathell, District Manager

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

25. Legal Fees and Costs. Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Agreement.

26. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause for action shall accrue to or by reason hereof, or for the benefit of any third party not a party hereto.

27. Public Records. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be

made available to the public pursuant to Chapter 119, Florida Statutes, or Florida law. This provision shall survive the termination or expiration of the Agreement. Pursuant to Section 119.0701, Florida Statutes, to the extent Independent Contractor is performing services on behalf of the County, Independent Contractor shall:

27.1. Keep and maintain public records that would ordinarily be required by the County to perform the services.

27.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

27.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Independent Contractor does not transfer the records to the County.

27.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Independent Contractor or keep and maintain public records required by the County to perform the service. If Independent Contractor transfers all public records to the County upon completion of the Agreement, Independent Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Independent Contractor keeps and maintains public records upon completion of the Agreement, Independent Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE TERMS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE NUMBER: (941) 742.5845

E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG

MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

28. E-Verify. Independent Contractor and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Independent Contractor certifies that, if applicable and required by law, Independent Contractor and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. This article serves as notice to the Independent Contractor regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the Independent Contractor has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Independent Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

29. Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically incorporated and made a part of this Agreement. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit A	Schedule of Improvements and Maintenance
Exhibit B	Rights-of-Way

30. Authorization. Each party represents to the other that such party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement were properly completed, and that the persons who

execute this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

31. Time is of the Essence. Time is of the essence with regard to all dates set forth in this Agreement. The term “day” as used herein shall in all cases mean a consecutive twenty-four (24) hour day running from midnight to midnight (also known as a calendar day).

32. Default. In the event a party defaults under this Agreement, the non-defaulting party shall allow the defaulting party to cure the default within thirty (30) days from the non-defaulting party’s written notice of default. If the defaulting party does not cure the default within such time, the non-defaulting party may terminate this Agreement upon sixty (60) days’ written notice to the other party.

33. Non-Discrimination. Independent Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in the Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list 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.

Independent Contractor warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Agreement, Independent Contractor agrees to include this provision in all subcontracts issued as a result of the Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized on the respective dates below.

INDEPENDENT CONTRACTOR:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special government

By: _____

Its: _____

Date: _____

ATTEST:
BRAIN LAMB

By: _____

Secretary

COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____

Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: _____

Deputy Clerk

EXHIBIT A

Schedule of Improvements and Maintenance

The below items, if and where installed in the Sedgefield Blvd right-of-way in connection with the Coasterra subdivision, shall be maintained by the Newport Isles Community Development District as provided for in this Agreement.

- **Monument Signs/Structures**
- **Irrigation**
- **Tress to include trimming**
- **Landscape/Monument Lighting**
- **Landscaping shrubs/plants**
- **Sidewalk to include cleaning**
- **Sod to include mowing**
- **Traffic signs (decorative)**
- **Street lighting (decorative)**

[The remainder of this page is intentionally left blank.]

EXHIBIT B

Rights-of-Way

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

DIRECT PURCHASE ORDER FORM

Newport Isles CDD
C/O Ripa & Associates
1409 Tech Blvd., Suite 1
Tampa, FL 33619
Phone: (813) 623-6777

Project: Newport Isles MG

DPO # 01-2133-008 - OPO

CO # 1

To: Ferguson Waterworks

Date: 9/16/2024

Attention: Phil Lack

Job # 01-2133

CC: 02-320

Approved By: KD

QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	LS	Sweetwater Preserve Blvd 02-320 Forcemain	\$ 85,104.11	\$85,104.11
			Tax Exempt	
			Total	\$85,104.11

Remarks

See Attached QUOTE

CC:

Bid No.....: B561401

Bid Date...: 9/6/2024

Cust Phone: 561-571-0010

Quoted By: PSL

Terms.....: NET 10TH PROX

Customer.: NEWPORT ISLES CDD

Ship To.....: NEWPORT ISLES CDD

DPO # 01-2133-008

DPO # 01-2133-008

NEWPORT ISLES MG

NEWPORT ISLES MG

C/O RIPA & ASSOCIATES

C/O RIPA & ASSOCIATES

BOCA RATON, FL 33431

BOCA RATON, FL 33431

Cust PO#...: 01-2133-008-01

Job Name.: NEWPORT ISLES SW BLVD

Item	Description	Quantity	Net Price	UM	Total
	NEWPORT ISLES SWEETWATER BLVD				
	TOL				
	#01-2133				
	9/6/2024				
	MANATEE COUNTY				
DR18GPX	8 C900 DR18 PVC GJ GREE PIPE	2180	19.65	FT	42837
DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	80	11.46	FT	916.8
PEC9GRNK100	2X100 CTS DR9 HDPE GRN PIPE	200	203.31	C	406.62
DSCP25018	18 X .250 STL CASING PIPE	99	8888.89	C	8800
P744130532	10GA SLD HFCCS PE30 WIRE GREE 500	4500	190	M	855
3M7100254633	6X500 FT 7904 EMS SWR TAPE GREE	5	1143.03	EA	5715.15
K90220	DIR BURY WP LUG AQUA 5PC DRYCON	3	42.07	PK	126.21
E155208	2X108 150 SER GREE ID TAPE	6	5	EA	30
SPWPEC8THC	8 PVC BELL REST BLUE BLT E-COAT	15	132.8	EA	1992
SPWPEC6THC	6 PVC BELL REST BLUE BLT E-COAT	1	79.45	EA	79.45
I461SS	2PC SC CI VLV BX 19-22 SWR	5	75	EA	375
SBOXLOK4	4 BOXLOK VLV BX ALIGNER	5	18.61	EA	93.05
DDMT86CTF	8X6 MJ C153 PERMOX TEE L/A *X	1	585.81	EA	585.81
MJTCAPLAXK	8X2 MJ C153 TAP CAP L/A	1	101.92	EA	101.92
SP-CSESX18	8X18 CASING END SEALS	2	97.5	EA	195
SP-SSCSX18	8X18 SS CASING SPACER	18	108.6	EA	1954.8
SSLCEX8	8 PVC WDG REST GLND *ONELOK E-COAT	21	59.97	EA	1259.37
VGAPV08MGN	8 DI MJ EPOX PLG VLV MANATEE *X	3	1972.23	EA	5916.69
DDML8CTF	8 MJ C153 PERMOX LONG SLV L/A *X	1	528.65	EA	528.65
DDMB845CTF	8 MJ C153 PERMOX 45 BEND L/A *X	4	478.06	EA	1912.24
DDMB811CTF	8 MJ C153 PERMOX 11-1/4 BEND L/A *X	1	458.33	EA	458.33
PMJBCGASXEPDM	8 MJ GSKT & BLU BOLT PK W/ EPDM	21	63.26	EA	1328.46
RBPVTMX	3 BRS PLUG VLV ID - 8	3	17	EA	51
MJTCAPLAUK	6X2 MJ C153 TAP CAP L/A	1	108.86	EA	108.86
SSLCEX6	6 PVC WDG REST GLND *ONELOK E-COAT	18	43.46	EA	782.28
VGAPV06MGN	6 DI MJ EPOX PLG VLV MANATEE *X	2	1450	EA	2900
DDMB645CTF	6 MJ C153 PERMOX 45 BEND L/A *X	2	346.03	EA	692.06
DDMB622CTF	6 MJ C153 PERMOX 22-1/2 BEND L/A *X	2	346.66	EA	693.32

DDMB611CTF	6 MJ C153 PERMOX 11-1/4 BEND L/A *X	2	338.94	EA	677.88
PMJBCGASUEPDM	6 MJ GSKT & BLU BOLT PK W/ EPDM	18	56.84	EA	1023.12
RBPVTMU	3 BRS PLUG VLV ID - 6	2	17	EA	34
PF71FC	*NP 3/4 BRS IPS HOSE BIBB	2	4.96	EA	9.92
IGNKP	2X4 GALV STL NIP	4	9.45	EA	37.8
BP2B202CNG15T2T	2X15 202CNG TEST BX W/ BLAC LID *X	2	40.62	EA	81.24
IGTKKF	2X2X3/4 GALV MI 150# TEE	2	31.52	EA	63.04
FC8477NL	LF 2 MIP X CTS PJ COUP	2	101.74	EA	203.48
FINSERT55	2 CTS PET INS STFNR	4	3.31	EA	13.24
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	2	241.4	EA	482.8
FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	2	391.26	EA	782.52

Subtotal:	\$85,104.11
Inbound Freight:	\$0.00
Tax:	\$0.00
Order Total:	\$85,104.11

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

DIRECT PURCHASE ORDER FORM

Newport Isles CDD
C/O Ripa & Associates
1409 Tech Blvd., Suite 1
Tampa, FL 33619
Phone: (813) 623-6777

Project: Newport Isles MG

DPO # 01-2133-009 - OPO

CO # 3

To: Ferguson Waterworks

Date: 9/16/2024

Attention: Phil Lack

Job # 01-2133

CC: 02-320

Approved By: KD

QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	LS	Forcemain Extension 02-320 Forcemain	\$ 8,173.95	\$8,173.95
			Tax Exempt	
			Total	\$8,173.95

Remarks

See Attached QUOTE

CC:



FEL-SARASOTA, FL WATERWORKS
 #1212
 1601 SARASOTA CENTER BOULEVARD
 SARASOTA, FL 34240
 Phone: 941-379-8989
 Fax: 941-379-3797

Deliver To: .
From: Riley Erisman
Comments:

14:00:26 SEP 10 2024

FEL-SARASOTA, FL WATERWORKS
 Order Confirmation
 Phone: 941-379-8989
 Fax: 941-379-3797

Order No: 2112440
 Order Date: 09/06/24
 Writer: RJE

Req Date: 09/13/24

Ship Via:
 Terms: NET 10TH PROX

Sold To: NEWPORT ISLES CDD
 DPO # 01-2133-009
 NEWPORT ISLES MG
 C/O RIPA & ASSOCIATES
 BOCA RATON, FL 33431

Ship To: NEWPORT ISLES CDD
 BUCKEYE RD
 NEWPORT ISLES MG
 .
 PALMETTO, FL 34221

Cust PO#:

Job Name: NEWPORT ISLES FM EXT

Item	Description	Quantity	Net Price	UM	Total
VGAPV12MGN	12 DI MJ EPOX PLG VLV MANATEE *X	2	3411.770	EA	6823.54
SSLCEX12	12 PVC WDG REST GLND *ONELOK E-COAT	4	156.320	EA	625.28
PMJBCEGAS12EPDM	12 MJ GSKT & BLU BOLT PK W/ EPDM	4	99.300	EA	397.20
I461SS	2PC SC CI VLV BX 19-22 SWR	2	88.000	EA	176.00
BP2B202CNG15T2T	2X15 202CNG TEST BX W/ BLAC LID *X	1	60.450	EA	60.45
SBOXLOK4	4 BOXLOK VLV BX ALIGNER	2	28.740	EA	57.48
RBPVTM12	3 BRS PLUG VLV ID - 12	2	17.000	EA	34.00

Net Total: \$8173.95
 Tax: \$0.00
 Freight: \$0.00
 Total: \$8173.95

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=44&on=65511>

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS CI



Contract No:	2024_07_02_SEDEBLVD
Work Request No:	2553312
Billing Customer of Record:	Newport Isles CDD
Billing Address:	1901 Ulmerton Road Suite 475 Clearwater FL. 33762
Tax ID#:	88-1442788

**TAMPA ELECTRIC COMPANY
Streetlight Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and Newport Isles CDD (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

The Company shall furnish, install, own, operate and maintain, the lighting equipment set forth in Exhibit A (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment") at the following location 7800 Buckeye Rd. Palmetto, Florida 34221 ("Installation Site"), which is set forth in more detail in Exhibit A, subject to the availability of such Equipment for the term of this Agreement. The quantity and type of Equipment in Exhibit A may be updated with Change Orders agreed to during the Term. The Parties shall agree upon a schedule detailing the installation completion date for each specific plat at the Installation Site (the "Schedule").

2. System Design and Approval

If applicable, based on written lighting system design and specifications approved by the Customer and the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design, sketch, and Scope of Work detailing the installation at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site (the "Final Design Sketch"). The Final Design Sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the Final Design Sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the Final Design Sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the Final Design Sketch.

The Equipment shall be repaired or replaced with the closest available light fixture or light pole and associated rate(s) should parts or Equipment become unavailable.

• **THE COMPANY IS FURNISHING EQUIPMENT TO CUSTOMER "AS-IS" WITHOUT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF EITHER THE EQUIPMENT OR THE LIGHTING DESIGN PLAN PURSUANT TO WHICH THE EQUIPMENT IS INSTALLED. (II) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUSTAINED BY CUSTOMER AS A RESULT OF COMPANY'S SALE OR INSTALLATION OF SUCH EQUIPMENT, AND CUSTOMER AGREES THAT COMPANY'S LIABILITY, IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER FORESEABLE OR NOT, SHALL BE LIMITED TO THE AMOUNT OF MONEY ACTUALLY PAID TO COMPANY BY CUSTOMER.**

3. Damages During Installation and Use

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company, during construction or use of the equipment, including but not limited to, costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. Customer Information and Preparation

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking. The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems at the Installation Site at least thirty (30) days prior to the commencement of any work by the Company at the Installation Site. The Customer is also responsible for providing Company with drawings that indicate: the location where the Equipment is to be installed, the direction and orientation of the illumination provided thereby, electrical requirements, the site plan, the geological conditions, and any other information required by Company to install the Equipment pursuant to the Final Design Sketch (all together the "Customer Supplied Information"). Any and all cost or liability for damage or additional cost arising from errors or omissions in the Customer Supplied Information, shall be paid by the Customer.

5. Changes

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8/9/2024

Customer Initial _____ Date _____

The customer shall be responsible for compensating the Company for all costs incurred by the Company arising from material changes to the Company's Final Design Sketch and approved Scope of Work. Such changes include, but are not limited to: Changes to Equipment location due to direction from governmental agent; Customer requested changes to the Customer Supplied Information or Company's Final Design Sketch; errors or omissions in the Customer Supplied Information; non-compliance caused by the customer; changes to the Installation Site; changes to safety requirements; changes to the location or direction of Equipment; unforeseen subsurface conditions at the Installation Site; Schedule delay caused by Customer, its agents, or third parties; non-standard installation methods such as directional boring or removing and replacing pavement or concrete; repair or replace any Equipment damaged by the Customer, its agents, employees, representatives or third parties other than the Company; repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment; non-standard lighting equipment being required, such as protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination; and specialized permitting or traffic permits required by either Customer or by local code or ordinance. If a material change to the Company's Final Design Sketch is caused by a change requested by Customer or if Company discovers a condition that creates a material change to the Company's Final Design Sketch, while performing the Final Design Sketch, Company will provide Customer with a written statement detailing the changed Final Design Sketch and additional costs of such changes (a "Change Order"). Company will have no obligation to proceed with performing its Final Design Sketch under this Agreement until the Change Order is signed by both Parties. Customer will pay Company for the Change Order in accordance with Payment Section below.

6. **RESERVED**

7. **Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided. All bills shall be due when rendered.

The current monthly charges for Equipment installed and services under this agreement are \$2,920.00 and taxes (where applicable).

8. **Term**

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of twenty (20) years (the "Primary Term") beginning on the date one or more of the Equipment is installed and ready for use, and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination. Primary Term and Renewal Term when used together shall be considered the "Term."

9. **Limitation on Damages**

The Company will use reasonable diligence at all times to provide continuous operation during the Term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

10. **Indemnification**

Except for those claims, losses and damages arising out of Company's sole gross negligence, the Customer agrees to defend Company, at Customer's own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment, or arising out of Customer's breach or termination of this Agreement. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and successor corporations.

11. **Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for providing the Company with actual notice of all Equipment outages, within three days of Customer having notice of an Equipment outage.

12. **Tree Trimming**

The Customer is responsible for tree trimming and other maintenance to maintain proper clearance around the Equipment. Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction, a delay in requested repairs or required maintenance, or additional costs to Customer.

13. **Termination, Removal**

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

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8/9/2024

Customer Initial _____ Date _____

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- a) the Customer fails to pay the Company for any of the services provided herein;
- b) the Customer violates the terms of this Agreement;
- c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate in Section 7 multiplied by the number of months remaining in the Primary Term.

14. Easements

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

The Property Owner is responsible for submitting the Construction and Maintenance Agreement for Right-of-way Improvements to Manatee County Board of County Commissioners to obtain approval to install the Equipment within the public right-of-way that are associated with the scope of work within this Agreement. The Property Owner will supply the Manatee County approved Construction and Maintenance Agreement for Right-of-way Improvements document to the Company upon receiving approval, for the Company's records. If, for any reason, Manatee County requires the Equipment to be relocated from where it is originally installed, Property Owner or Customer shall be responsible for all costs arising from relocating the Equipment. The Company will not be liable for any costs associated with the relocation of the Equipment. The Property Owner is responsible to fully compensate the Company to assure compliance with Manatee County requirements, in the event the Company is required to bring the system into compliance with Manatee County land use code due the Property Owner's failure to obtain approval. If Property Owner's submission of the Construction and Maintenance Agreement for Right-of-way Improvements causes a delay in Company's installation of the Equipment or increases Company's cost to install or maintain the Equipment, such delay or increase in costs shall be considered a change in accordance with Section 5 above and Company shall be entitled to submit a Change Order to Customer.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from the Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to the Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer or Property Owner, at their sole cost and expense, shall maintain third party liability insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

18. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

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8/9/2024

Customer Initial _____ Date _____

19. Assignments

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion. Company shall be permitted to assign this Agreement to an affiliate without Customer's consent.

20. Rebates and Incentives

The Company shall claim, retain and own all title and usage rights, free and clear, to any rebates, incentives, tax deductions or tax credits that arise from the purchase, installation or use of the Equipment. Customer agrees that it will not make a claim to or seek any rebate, incentive, tax deduction or tax credit arising from the purchase, installation, or use of the Equipment, without Company's permission. Customer's failure to receive Company's permission shall be considered a material breach of this Agreement.

21. General

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: Newport Isles CDD

By/Title: Authorized Representative

Name (print): Susan Collins

Signature: Susan Collins

8/9/2024

Date:

Email: susan@cornerstonelandcompany.com

Tampa Electric Company Representative:

By/Title: Archie Collins, Chief Executive Officer

Signature: Archie Collins

Department: Tampa Electric Company

Date: 8/23/2024

Property Owner: CC MANATEE LAND INVESTMENTS, LLC

By/Title: Authorized Representative

Name (print): Susan K. Collins

Signature: Susan Collins

8/21/2024

Date:

Email: susan@CornerstoneLandCompany.com

Tampa Electric Company Representative:

By/Title: Chip Whitworth, Vice President, Electric Delivery

Signature: Chip Whitworth

Department: Tampa Electric Company

Date: 8/23/2024

Contract No. _____

Exhibit A:

Below are sites that the Company is responsible for services as authorized by the customer.

Site in which Services are to be Rendered	Light & Pole (Quantity and Type)	Date Authorized
7800 Buckeye Rd. Palmetto, Florida 34221	~ (46) ATBO P202 49-Watt fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2135447 LED ~TSN# 2127281 AL Pole ~ (8) ATBO P302 Double 83-Watt fixtures on 35ft Mounting Height Waterside AL. poles. Height Waterside AL. poles. ~TSN # 2136374 LED ~TSN# 2127281 AL Pole	



AN EMERA COMPANY

Tampa Electric Company (TEC) Proposal and Scope of Work Lighting Service

I. Customer and Project Information

Date: 07/02/2024

Project Name: Sedgefield Blvd.

Proposal ID: 2024_07_02_SEDGEBLVD

Property Owner Name: CC Manatee Land Investments, LLC

Contact Name: David Berner of Southeast Land Consultants

Work Request Number: 2553358

Billing Partner Name: Newport Isles CDD

Billing Address: 1901 Ulmerton Road Suite 475 Clearwater FL. 33762

Business Partner #: TBD

Site Address: 7800 Buckeye Road Palmetto. Florida 34221

EIN #: 88-1442788

II. Lighting Services

Tampa Electric Company will provide the following services: Tampa Electric Company (TEC) will install:

- ~ (46) ATBO P202 45-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles.
- ~ (8) ATBO P302 Double 83-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles.
- ~ The monthly charge also includes maintenance services for a term of (20) twenty years.

Monthly Charges

- ~ The monthly charge for 45-Watt LED fixture/AL.Pole= \$52.00 per unit.
- ~ The monthly charge for 83-Watt LED fixture/AL.Pole= \$66.00 per unit.

Business Partner Name: Newport Isles CDD

Site Address: 7800 Buckeye Road Palmetto. Florida 34221

- Install LED System including Pole and Fixture.**
- Provide ongoing maintenance.**

The above listed services are provided for a monthly rate of \$2,920.00 , not including taxes and fees where applicable.

Scope of Work and Terms: Tampa Electric Company (TEC) owns the system and will provide installation services in accordance with plans approved by Newport Isles CDD using standard streetlighting construction methods. Tampa Electric will provide maintenance services for the life of the contract, excluding power. TEC will provide these services for a 20-year primary term in exchange for the monthly rate listed above, followed by successive automatic one-year renewal terms. Newport Isles CDD is responsible for paying the power bill for the streetlights.

II. Equipment Description and Quantities

Site where equipment is to be installed and maintained	Light & Pole (Quantity and Type)
7800 Buckeye Rd. Palmetto, Florida 34221	~ (46) ATBO P202 49-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2135447 LED ~TSN# 2127281 AL Pole ~ (8) ATBO P302 Double 83-Watt LED fixtures on a35ft Mounting Height Waterside AL. poles. ~TSN # 2136374 LED ~TSN# 2127281 AL Pole

DocuSigned by:

Susan Collins

Date: 8/9/2024

Please sign and date to reflect agreement and approval of above-listed scope and terms.

ADDENDUM TO STREETLIGHT LIGHTING AGREEMENT (“AGREEMENT”)
(by and between Newport Isles Community Development Agreement
and Tampa Electric Company)

The following provisions govern the Agreement referenced above:

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Company agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
3. Company agrees that the insurance set forth in **Exhibit A** attached hereto outlines the coverage requirements of Section 16 of the Agreement. The final insurance certificate will be provided at the time when the lights are ordered and integrated into this Addendum.
4. Company understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Company acknowledges that the designated public records custodian for the District is **Kristen Suit** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Company shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Company does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Company’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 Company, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: (877)276-0889, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, OR EMAIL SUITK@WHHASSOCIATES.COM.

5. The Company shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. To the extent required by Florida Statute, and among other things, Company shall

register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Company has knowingly violated Section 448.091, Florida Statutes.

- 6. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

TAMPA ELECTRIC COMPANY

Signed by:
Archie Collins
By: Archie Collins
Its: Chief Executive Officer
Date: 8/23/2024

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Susan Collins
By: _____
Its: _____
Date: 8/9/2024

TAMPA ELECTRIC COMPANY

DocuSigned by:
Chip Whitworth
By: Chip Whitworth
Its: Vice President, Electric Delivery
Date: 8/23/2024

Exhibit A: Insurance Certificate

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS Cla



10/01/2024

Via PDF/DocuSign

Newport Isles CDD
1901 Ulmerton Road, Suite 475
Clearwater, FL. 33762

Attn: Susan Collins

Re: Amendment No. 1 (Sedgefield Parkway)
Tampa Electric Company Streetlight Lighting Agreement (the “Agreement”)
Contract #2024_07_02_SEDGEBLVD for Work Request # 2553312
7800 Buckeye Road., Palmetto, Florida 34221 (“Installation Site”)
Tax ID#: 88-1442788

This letter serves as Amendment No. 1 to the above referenced Streetlight Lighting Agreement and the lighting equipment that Tampa Electric will install for Newport Isles CDD (the “Customer”) pursuant to the above-referenced Agreement and makes corrections to the same. Appended to this letter for your ready reference is a copy of the Agreement. Unless otherwise indicated, capitalized terms shall have the meanings given to them in the Agreement.

The Agreement contains some inaccuracies and typographical errors. In order to conform the Agreement to the revised proposed installation, we propose the following clarification to the Agreement:

1. Due to change orders and/or mutually agreed upon modifications, the actual number and type of lighting equipment to be installed by Tampa Electric differs from that described in Exhibit A (Page 5), The Proposal and Scope of Work Lighting Service (Page 6), and the Equipment Description and Quantities (Page 7) of the Agreement. Accordingly, the description of Equipment listed is hereby removed and replaced with the following:

~ (44) ATBO P202 49-Watt fixtures, TSN #2135447, each on 35ft Mounting Height Waterside AL, poles

~ (10) ATBO P302 83-Watt fixtures, TSN #2136374, each on 35ft Mounting Height Waterside AL, poles

~ (54) POLE, WATERSIDE, AL, 38.6FT, DB, HH, BLK, TSN #2127281

2. Due to change orders and/or mutually agreed upon modifications, the actual number and type of lighting equipment to be installed by Tampa Electric differs from that described in Exhibit A (Page 5), The Proposal and Scope of Work Lighting Service (Page 6), and the

Equipment Description and Quantities (Page 7) of the Agreement. Accordingly, the monthly payment listed in the Lighting Services on Page 6 is hereby removed and replaced with the following:

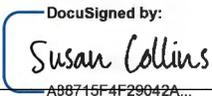
The above under this agreement will be \$2948.00, not including taxes and fees where applicable.

If you, the undersigned, agree with the foregoing clarifications and modifications to the Agreement noted in this Amendment No. 1, please sign and date in the space provided below according to the DocuSign instructions, retaining a copy for your files.

ACCEPTED AND AGREED

Customer: Newport Isles CDD

Tampa Electric Company Representative

By (signature):  _____
AB8715F4F29042A...

By (signature):  _____
D3760CF3ED00496...

Name (print): Susan Collins
Title: Authorized Representative
Email: susan@cornerstonelandcompany.com

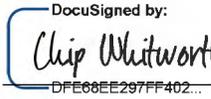
Name (print): Archie Collins
Title: President & CEO
Department: Tampa Electric Company

Date: 10/2/2024

Date: 10/7/2024

Property Owner: CC Manatee Land Investments, LLC

By (signature):  _____
AB8715F4F29042A...

By (signature):  _____
DFE68EE297FF402...

Name (print): Susan Collins
Title: Authorized Representative
Email: susan@cornerstonelandcompany.com

Name (print): Chip Whitworth
Title: Vice President, Electric Delivery
Department: Tampa Electric Company

Date: 10/2/2024

Date: 10/8/2024

cc. Arthur D. Bosshart II, TEC

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS CII



Contract No:	2024_07_02_CPKW
Work Request No:	2553312
Billing Customer of Record:	NEWPORT ISLES CDD
Billing Address:	1901 Ulmerton Road Suite 475 Clearwater FL. 33762
Tax ID#:	88-1442788

**TAMPA ELECTRIC COMPANY
Streetlight Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and Newport Isles CDD (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

The Company shall furnish, install, own, operate and maintain, the lighting equipment set forth in Exhibit A (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment") at the following location 7800 Buckeye Rd. Palmetto, FL. 34221 ("Installation Site"), which is set forth in more detail in Exhibit A, subject to the availability of such Equipment for the term of this Agreement. The quantity and type of Equipment in Exhibit A may be updated with Change Orders agreed to during the Term. The Parties shall agree upon a schedule detailing the installation completion date for each specific plat at the Installation Site (the "Schedule").

2. System Design and Approval

If applicable, based on written lighting system design and specifications approved by the Customer and the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design, sketch, and Scope of Work detailing the installation at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site (the "Final Design Sketch"). The Final Design Sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the Final Design Sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the Final Design Sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the Final Design Sketch.

The Equipment shall be repaired or replaced with the closest available light fixture or light pole and associated rate(s) should parts or Equipment become unavailable.

• **THE COMPANY IS FURNISHING EQUIPMENT TO CUSTOMER "AS-IS" WITHOUT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF EITHER THE EQUIPMENT OR THE LIGHTING DESIGN PLAN PURSUANT TO WHICH THE EQUIPMENT IS INSTALLED. (II) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUSTAINED BY CUSTOMER AS A RESULT OF COMPANY'S SALE OR INSTALLATION OF SUCH EQUIPMENT, AND CUSTOMER AGREES THAT COMPANY'S LIABILITY, IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER FORESEABLE OR NOT, SHALL BE LIMITED TO THE AMOUNT OF MONEY ACTUALLY PAID TO COMPANY BY CUSTOMER.**

3. Damages During Installation and Use

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company, during construction or use of the equipment, including but not limited to, costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. Customer Information and Preparation

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking. The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems at the Installation Site at least thirty (30) days prior to the commencement of any work by the Company at the Installation Site. The Customer is also responsible for providing Company with drawings that indicate: the location where the Equipment is to be installed, the direction and orientation of the illumination provided thereby, electrical requirements, the site plan, the geological conditions, and any other information required by Company to install the Equipment pursuant to the Final Design Sketch (all together the "Customer Supplied Information"). Any and all cost or liability for damage or additional cost arising from errors or omissions in the Customer Supplied Information, shall be paid by the Customer.

5. Changes


 8/9/2024
 Customer Initial _____ Date _____

The customer shall be responsible for compensating the Company for all costs incurred by the Company arising from material changes to the Company's Final Design Sketch and approved Scope of Work. Such changes include, but are not limited to: Changes to Equipment location due to direction from governmental agent; Customer requested changes to the Customer Supplied Information or Company's Final Design Sketch; errors or omissions in the Customer Supplied Information; non-compliance caused by the customer; changes to the Installation Site; changes to safety requirements; changes to the location or direction of Equipment; unforeseen subsurface conditions at the Installation Site; Schedule delay caused by Customer, its agents, or third parties; non-standard installation methods such as directional boring or removing and replacing pavement or concrete; repair or replace any Equipment damaged by the Customer, its agents, employees, representatives or third parties other than the Company; repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment; non-standard lighting equipment being required, such as protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination; and specialized permitting or traffic permits required by either Customer or by local code or ordinance. If a material change to the Company's Final Design Sketch is caused by a change requested by Customer or if Company discovers a condition that creates a material change to the Company's Final Design Sketch, while performing the Final Design Sketch, Company will provide Customer with a written statement detailing the changed Final Design Sketch and additional costs of such changes (a "Change Order"). Company will have no obligation to proceed with performing its Final Design Sketch under this Agreement until the Change Order is signed by both Parties. Customer will pay Company for the Change Order in accordance with Payment Section below.

6. **RESERVED**

7. **Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided. All bills shall be due when rendered.

The current monthly charges for Equipment installed and services under this agreement are \$2,532.00 and taxes (where applicable).

8. **Term**

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of twenty (20) years (the "Primary Term") beginning on the date one or more of the Equipment is installed and ready for use, and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination. Primary Term and Renewal Term when used together shall be considered the "Term."

9. **Limitation on Damages**

The Company will use reasonable diligence at all times to provide continuous operation during the Term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

10. **Indemnification**

Except for those claims, losses and damages arising out of Company's sole gross negligence, the Customer agrees to defend Company, at Customer's own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment, or arising out of Customer's breach or termination of this Agreement. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and successor corporations.

11. **Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for providing the Company with actual notice of all Equipment outages, within three days of Customer having notice of an Equipment outage.

12. **Tree Trimming**

The Customer is responsible for tree trimming and other maintenance to maintain proper clearance around the Equipment. Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction, a delay in requested repairs or required maintenance, or additional costs to Customer.

13. **Termination, Removal**

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

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8/9/2024

Customer Initial _____ Date _____

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- a) the Customer fails to pay the Company for any of the services provided herein;
- b) the Customer violates the terms of this Agreement;
- c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate in Section 7 multiplied by the number of months remaining in the Primary Term.

14. Easements

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

The Property Owner is responsible for submitting the Construction and Maintenance Agreement for Right-of-way Improvements to Manatee County Board of County Commissioners to obtain approval to install the Equipment within the public right-of-way that are associated with the scope of work within this Agreement. The Property Owner will supply the Manatee County approved Construction and Maintenance Agreement for Right-of-way Improvements document to the Company upon receiving approval, for the Company's records. If, for any reason, Manatee County requires the Equipment to be relocated from where it is originally installed, Property Owner or Customer shall be responsible for all costs arising from relocating the Equipment. The Company will not be liable for any costs associated with the relocation of the Equipment. The Property Owner is responsible to fully compensate the Company to assure compliance with Manatee County requirements, in the event the Company is required to bring the system into compliance with Manatee County land use code due the Property Owner's failure to obtain approval. If Property Owner's submission of the Construction and Maintenance Agreement for Right-of-way Improvements causes a delay in Company's installation of the Equipment or increases Company's cost to install or maintain the Equipment, such delay or increase in costs shall be considered a change in accordance with Section 5 above and Company shall be entitled to submit a Change Order to Customer.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from the Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to the Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer or Property Owner, at their sole cost and expense, shall maintain third party liability insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

18. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

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SC 8/9/2024
 Customer Initial _____ Date _____

19. Assignments

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion. Company shall be permitted to assign this Agreement to an affiliate without Customer's consent.

20. Rebates and Incentives

The Company shall claim, retain and own all title and usage rights, free and clear, to any rebates, incentives, tax deductions or tax credits that arise from the purchase, installation or use of the Equipment. Customer agrees that it will not make a claim to or seek any rebate, incentive, tax deduction or tax credit arising from the purchase, installation, or use of the Equipment, without Company's permission. Customer's failure to receive Company's permission shall be considered a material breach of this Agreement.

21. General

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: Newport Isles CDD

By/Title: Authorized Representative

Name (print): Susan Collins

Signature: Susan Collins
AB8715F4F29042A...

Date: 8/9/2024

Email: susan@cornerstonelandcompany.com

Tampa Electric Company Representative:

By/Title: Archie Collins, Chief Executive Officer

Signature: Archie Collins
Signed by: D3760CF3ED09486...

Department: Tampa Electric Company

Date: 8/23/2024

Property Owner: CC MANATEE LAND INVESTMENTS, LLC

By/Title: Authorized Representative

Name (print): Susan K. Collins

Signature: Susan Collins
DocuSigned by: AB8715F4F29042A...

8/21/2024

Date: _____

Email: susan@CornerstoneLandCompany.com

Tampa Electric Company Representative:

By/Title: Chip Whitworth, Vice President, Electric Delivery

Signature: Chip Whitworth
DocuSigned by: DFE06EE297FF402...

Department: Tampa Electric Company

Date: 8/23/2024

Contract No. _____

Exhibit A:

Below are sites that the Company is responsible for services as authorized by the customer.

Site in which Services are to be Rendered	Light & Pole (Quantity and Type)	Date Authorized
<p>7800 Buckeye Road, Palmetto, Florida, 34221</p>	<p>~ (36) ATB0 P202 49-Watt fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2135447 LED ~TSN# 2127281 AL Pole ~ (10) ATB0 P302 Double 83-Watt fixtures 35ft Mounting Height Waterside AL. poles. ~TSN # 2136374 LED ~TSN# 2127281 AL Pole</p>	



AN EMERA COMPANY

Tampa Electric Company (TEC) Proposal and Scope of Work Lighting Service

I. Customer and Project Information

Date: 07/02/2024

Project Name: Coasterra Parkway

Proposal ID: 2024_07_02_CPKW

Property Owner Name: CC Manatee Land Investments, LLC

Contact Name: David Berner of Southeast Land Consultants

Work Request Number: 2553358

Billing Partner Name: Newport Isles CDD

Billing Address: 1901 Ulmerton Road Suite 475 Clearwater FL. 33762

Business Partner #: TBD

Site Address: 7800 Buckeye Road Palmetto. Florida 34221

EIN #: 88-1442788

II. Lighting Services

Tampa Electric Company will provide the following services: Tampa Electric Company (TEC) will install:

- ~ (36) ATBO P202 45-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles.
- ~ (10) ATBO P302 Double 83-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles.
- ~ The monthly charge also includes maintenance services for a term of (20) twenty years.

Monthly Charges

- ~ The monthly charge for 45-Watt LED fixture/AL.Pole= \$52.00 per unit.
- ~ The monthly charge for 83-Watt LED fixture/AL.Pole= \$66.00 per unit.

Business Partner Name: Newport Isles CDD

Site Address: 7800 Buckeye Road Palmetto. Florida 34221

- Install LED System including Pole and Fixture.**
- Provide ongoing maintenance.**

The above listed services are provided for a monthly rate of \$2,532.00 , not including taxes and fees where applicable.

Scope of Work and Terms: Tampa Electric Company (TEC) owns the system and will provide installation services in accordance with plans approved by Newport Isles CDD using standard streetlighting construction methods. Tampa Electric will provide maintenance services for the life of the contract, excluding power. TEC will provide these services for a 20-year primary term in exchange for the monthly rate listed above,

^{DS}
SC 8/9/2024

followed by successive automatic one-year renewal terms. Newport Isles CDD is responsible for paying the power bill for the streetlights.

Customer Initial ^{DS} sl Date 8/9/2024

III. Equipment Description and Quantities

Site where equipment is to be installed and maintained	Light & Pole (Quantity and Type)
7800 Buckeye Road, Palmetto, Florida, 34221	~ (36) ATB0 P202 49-Watt fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2135447 LED ~LED-- TSN# 2127281 AL Pole ~ (10) ATB0 P302 Double 83-Watt fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2136374 LED ~TSN# 2127281 AL Pole

DocuSigned by:

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8/9/2024

Date: _____

Please sign and date to reflect agreement and approval of above-listed scope and terms.

Customer Initial  Date 8/9/2024

ADDENDUM TO STREETLIGHT LIGHTING AGREEMENT (“AGREEMENT”)
(by and between Newport Isles Community Development Agreement
and Tampa Electric Company)

The following provisions govern the Agreement referenced above:

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Company agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
3. Company agrees that the insurance set forth in **Exhibit A** attached hereto outlines the coverage requirements of Section 16 of the Agreement. The final insurance certificate will be provided at the time when the lights are ordered and integrated into this Addendum.
4. Company understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Company acknowledges that the designated public records custodian for the District is **Kristen Suit** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Company shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Company does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Company’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 Company, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: (877)276-0889, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, OR EMAIL SUITK@WHHASSOCIATES.COM.

5. The Company shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. To the extent required by Florida Statute, and among other things, Company shall

register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Company has knowingly violated Section 448.091, Florida Statutes.

- 6. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

TAMPA ELECTRIC COMPANY

Signed by:
Archie Collins
D3760CF3ED09496...
By: Archie Collins
Its: Chief Executive Officer
Date: 8/23/2024

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

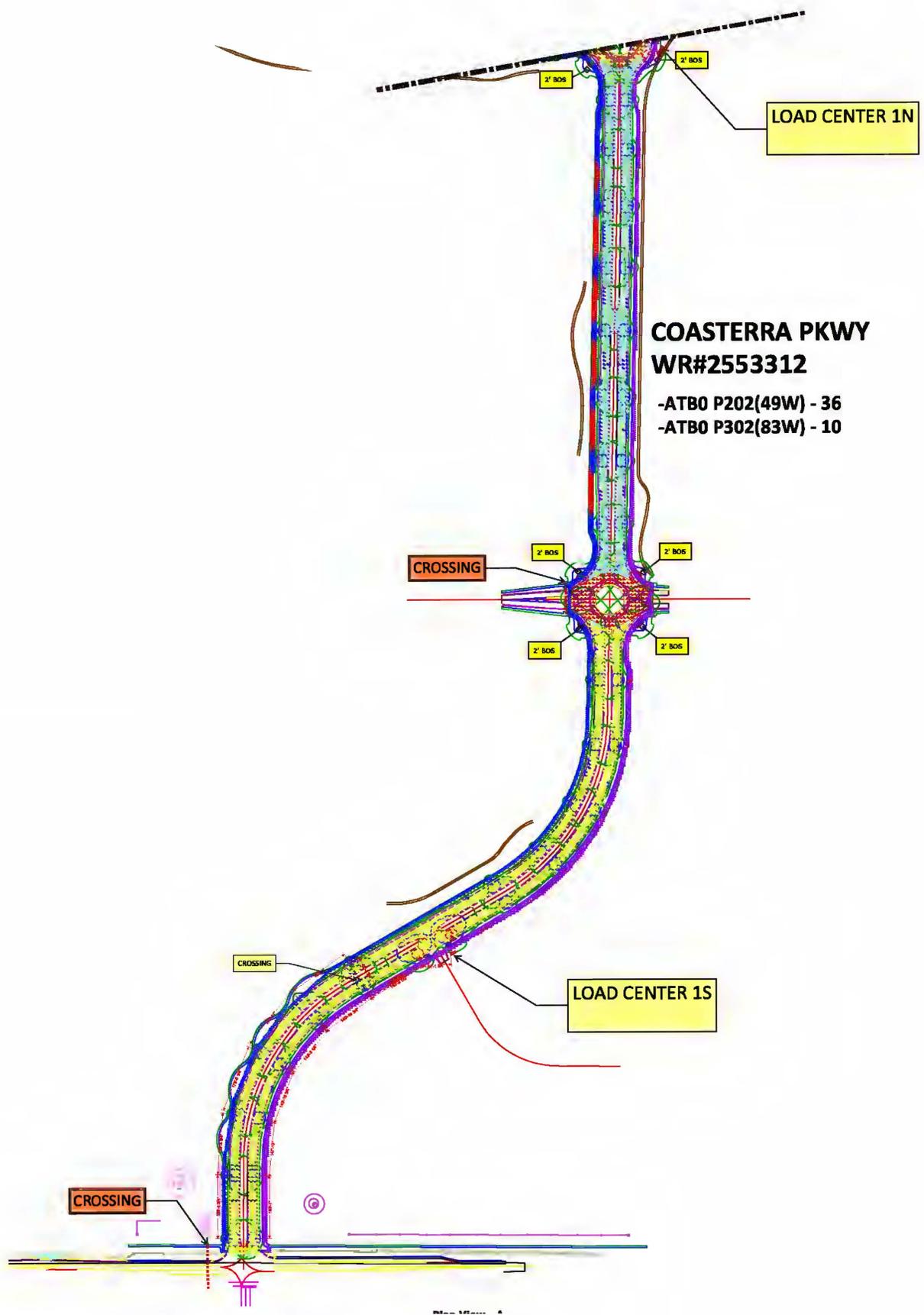
DocuSigned by:
Susan Collins
A88715F4F29042A...
By: _____
Its: _____
Date: 8/9/2024

TAMPA ELECTRIC COMPANY

DocuSigned by:
Chip Whitworth
DFE60EE207FF402...
By: Chip Whitworth
Its: Vice President, Electric Delivery
Date: 8/23/2024

Exhibit A: Insurance Certificate

PHASE #2 - COASTERRA PARKWAY



COASTERRA PKWY WR#2553312

- ATB0 P202(49W) - 36
- ATB0 P302(83W) - 10

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS CIIa



10/01/2024

Via PDF/DocuSign

Newport Isles CDD
1901 Ulmerton Road, Suite 475
Clearwater, FL. 33762

Attn: Susan Collins

Re: Amendment No. 1 (Coasterra Parkway)
Tampa Electric Company Streetlight Lighting Agreement (the "Agreement")
Contract #2024_07_02_CPKW for Work Request # 2553312
7800 Buckeye Road., Palmetto, Florida 34221 ("Installation Site")
Tax ID#: 88-1442788

This letter serves as Amendment No. 1 to the above referenced Streetlight Lighting Agreement and the lighting equipment that Tampa Electric will install for Newport Isles CDD (the "Customer") pursuant to the above-referenced Agreement and makes corrections to the same. Appended to this letter of Amendment for your ready reference is a copy of the Agreement. Unless otherwise indicated, capitalized terms shall have the meanings given to them in the Agreement.

The Agreement contains some inaccuracies and typographical errors. In order to conform the Agreement to the revised proposed installation, we propose the following clarification to the Agreement:

1. Due to change orders and/or mutually agreed upon modifications, the actual number and type of lighting equipment to be installed by Tampa Electric differs from that described in Exhibit A (Page 5), The Proposal and Scope of Work Lighting Service (Page 6), and the Equipment Description and Quantities (Page 7) of the Agreement. Accordingly, the description of Equipment listed is hereby removed and replaced with the following:

~ (38) ATBO P202 49-Watt fixtures, TSN #2135447, each on 35ft Mounting Height Waterside AL, poles

~ (8) ATBO P302 83-Watt fixtures, TSN #2136374, on 35ft Mounting Height Waterside AL, poles

~ (46) POLE, WATERSIDE, AL, 38.6FT, DB, HH, BLK, TSN #2127281

2. Due to change orders and/or mutually agreed upon modifications, the actual number and type of lighting equipment to be installed by Tampa Electric differs from that described in Exhibit A (Page 5), The Proposal and Scope of Work Lighting Service (Page 6), and the

Equipment Description and Quantities (Page 7) of the Agreement. Accordingly, the monthly payment listed in the Lighting Services on Page 6 is hereby removed and replaced with the following:

The above under this agreement will be \$2504.00, not including taxes and fees where applicable.

If you, the undersigned, agree with the foregoing clarifications and modifications to the Agreement noted in this Amendment No. 1, please sign and date in the space provided below according to the DocuSign instructions, retaining a copy for your files.

ACCEPTED AND AGREED

Customer: Newport Isles CDD

Tampa Electric Company Representative

By (signature): DocuSigned by: Susan Collins
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By (signature): Signed by: Archie Collins
D3760CF3ED09496...

Name (print): Susan Collins
Title: Authorized Representative
Email: susan@cornerstonelandcompany.com

Name (print): Archie Collins
Title: President & CEO
Department: Tampa Electric Company

Date: 10/2/2024

Date: 10/7/2024

Property Owner: CC Manatee Land Investments, LLC

By(signature): DocuSigned by: Susan Collins
A88715F4F29042A...

By (signature): DocuSigned by: Chip Whitworth
DFE68EE297FF402...

Name (print): Susan Collins
Title: Authorized Representative
Email: susan@cornerstonelandcompany.com

Name (print): Chip Whitworth
Title: Vice President, Electric Delivery
Department: Tampa Electric Company

Date: 10/2/2024

Date: 10/8/2024

cc. Arthur D. Bosshart II, TEC

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS CIII



Contract No:	2024_07_02_SPPKW_PH1
Work Request No:	2553358
Billing Customer of Record:	NEWPORT ISLES CDD
Billing Address:	1901 Ulmerton Road Suite 475 Clearwater FL. 33762
Tax ID#:	88-1442788

**TAMPA ELECTRIC COMPANY
Streetlight Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and Newport Isles CDD (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

The Company shall furnish, install, own, operate and maintain, the lighting equipment set forth in Exhibit A (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment") at the following location 7800 Buckeye Rd. Palmetto, Florida 34221 Installation Site"), which is set forth in more detail in Exhibit A, subject to the availability of such Equipment for the term of this Agreement. The quantity and type of Equipment in Exhibit A may be updated with Change Orders agreed to during the Term. The Parties shall agree upon a schedule detailing the installation completion date for each specific plat at the Installation Site (the "Schedule").

2. System Design and Approval

If applicable, based on written lighting system design and specifications approved by the Customer and the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design, sketch, and Scope of Work detailing the installation at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site (the "Final Design Sketch"). The Final Design Sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the Final Design Sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the Final Design Sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the Final Design Sketch.

The Equipment shall be repaired or replaced with the closest available light fixture or light pole and associated rate(s) should parts or Equipment become unavailable.

• **THE COMPANY IS FURNISHING EQUIPMENT TO CUSTOMER "AS-IS" WITHOUT ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF EITHER THE EQUIPMENT OR THE LIGHTING DESIGN PLAN PURSUANT TO WHICH THE EQUIPMENT IS INSTALLED. (II) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUSTAINED BY CUSTOMER AS A RESULT OF COMPANY'S SALE OR INSTALLATION OF SUCH EQUIPMENT, AND CUSTOMER AGREES THAT COMPANY'S LIABILITY, IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER FORESEEABLE OR NOT, SHALL BE LIMITED TO THE AMOUNT OF MONEY ACTUALLY PAID TO COMPANY BY CUSTOMER.**

3. Damages During Installation and Use

The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company, during construction or use of the equipment, including but not limited to, costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. Customer Information and Preparation

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking. The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems at the Installation Site at least thirty (30) days prior to the commencement of any work by the Company at the Installation Site. The Customer is also responsible for providing Company with drawings that indicate: the location where the Equipment is to be installed, the direction and orientation of the illumination provided thereby, electrical requirements, the site plan, the geological conditions, and any other information required by Company to install the Equipment pursuant to the Final Design Sketch (all together the "Customer Supplied Information"). Any and all cost or liability for damage or additional cost arising from errors or omissions in the Customer Supplied Information, shall be paid by the Customer.

5. Changes


8/9/2024
 Customer Initial _____ Date _____

The customer shall be responsible for compensating the Company for all costs incurred by the Company arising from material changes to the Company's Final Design Sketch and approved Scope of Work. Such changes include, but are not limited to: Changes to Equipment location due to direction from governmental agent; Customer requested changes to the Customer Supplied Information or Company's Final Design Sketch; errors or omissions in the Customer Supplied Information; non-compliance caused by the customer; changes to the Installation Site; changes to safety requirements; changes to the location or direction of Equipment; unforeseen subsurface conditions at the Installation Site; Schedule delay caused by Customer, its agents, or third parties; non-standard installation methods such as directional boring or removing and replacing pavement or concrete; repair or replace any Equipment damaged by the Customer, its agents, employees, representatives or third parties other than the Company; repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment; non-standard lighting equipment being required, such as protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination; and specialized permitting or traffic permits required by either Customer or by local code or ordinance. If a material change to the Company's Final Design Sketch is caused by a change requested by Customer or if Company discovers a condition that creates a material change to the Company's Final Design Sketch, while performing the Final Design Sketch, Company will provide Customer with a written statement detailing the changed Final Design Sketch and additional costs of such changes (a "Change Order"). Company will have no obligation to proceed with performing its Final Design Sketch under this Agreement until the Change Order is signed by both Parties. Customer will pay Company for the Change Order in accordance with Payment Section below.

6. **RESERVED**

7. **Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided. All bills shall be due when rendered.

The current monthly charges for Equipment installed and services under this agreement are \$1,870.00 and taxes (where applicable).

8. **Term**

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of twenty (20) years (the "Primary Term") beginning on the date one or more of the Equipment is installed and ready for use, and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination. Primary Term and Renewal Term when used together shall be considered the "Term."

9. **Limitation on Damages**

The Company will use reasonable diligence at all times to provide continuous operation during the Term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

10. **Indemnification**

Except for those claims, losses and damages arising out of Company's sole gross negligence, the Customer agrees to defend Company, at Customer's own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment, or arising out of Customer's breach or termination of this Agreement. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and successor corporations.

11. **Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for providing the Company with actual notice of all Equipment outages, within three days of Customer having notice of an Equipment outage.

12. **Tree Trimming**

The Customer is responsible for tree trimming and other maintenance to maintain proper clearance around the Equipment. Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction, a delay in requested repairs or required maintenance, or additional costs to Customer.

13. **Termination, Removal**

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

^{DS}
SC
8/9/2024

The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:

- a) the Customer fails to pay the Company for any of the services provided herein;
- b) the Customer violates the terms of this Agreement;
- c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
- d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.

If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate in Section 7 multiplied by the number of months remaining in the Primary Term.

14. Easements

The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

The Property Owner is responsible for submitting the Construction and Maintenance Agreement for Right-of-way Improvements to Manatee County Board of County Commissioners to obtain approval to install the Equipment within the public right-of-way that are associated with the scope of work within this Agreement. The Property Owner will supply the Manatee County approved Construction and Maintenance Agreement for Right-of-way Improvements document to the Company upon receiving approval, for the Company's records. If, for any reason, Manatee County requires the Equipment to be relocated from where it is originally installed, Property Owner or Customer shall be responsible for all costs arising from relocating the Equipment. The Company will not be liable for any costs associated with the relocation of the Equipment. The Property Owner is responsible to fully compensate the Company to assure compliance with Manatee County requirements, in the event the Company is required to bring the system into compliance with Manatee County land use code due the Property Owner's failure to obtain approval. If Property Owner's submission of the Construction and Maintenance Agreement for Right-of-way Improvements causes a delay in Company's installation of the Equipment or increases Company's cost to install or maintain the Equipment, such delay or increase in costs shall be considered a change in accordance with Section 5 above and Company shall be entitled to submit a Change Order to Customer.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from the Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments

In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to the Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance

Customer or Property Owner, at their sole cost and expense, shall maintain third party liability insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

18. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

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SC 8/9/2024
 Customer Initial _____ Date _____

19. **Assignments**

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion. Company shall be permitted to assign this Agreement to an affiliate without Customer's consent.

20. **Rebates and Incentives**

The Company shall claim, retain and own all title and usage rights, free and clear, to any rebates, incentives, tax deductions or tax credits that arise from the purchase, installation or use of the Equipment. Customer agrees that it will not make a claim to or seek any rebate, incentive, tax deduction or tax credit arising from the purchase, installation, or use of the Equipment, without Company's permission. Customer's failure to receive Company's permission shall be considered a material breach of this Agreement.

21. **General**

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: Newport Isles CDD

By/Title: Authorized Representative

Name (print): Susan Collins

Signature: 

Date: 8/9/2024

Email: susan@cornerstonelandcompany.com

Tampa Electric Company Representative:

By/Title: Archie Collins, Chief Executive Officer

Signature: 

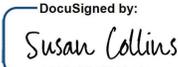
Department: Tampa Electric Company

Date: 8/23/2024

Property Owner: CC MANATEE LAND INVESTMENTS, LLC

By/Title: Authorized Representative

Name (print): Susan K. Collins

Signature: 

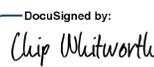
8/21/2024

Date: _____

Email: susan@CornerstoneLandCompany.com

Tampa Electric Company Representative:

By/Title: Chip Whitworth, Vice President, Electric Delivery

Signature: 

Department: Tampa Electric Company

Date: 8/23/2024

Contract No. _____



8/9/2024

Customer Initial _____ Date _____

Exhibit A:

Below are sites that the Company is responsible for services as authorized by the customer.

Site in which Services are to be Rendered	Light & Pole (Quantity and Type)	Date Authorized
7800 Buckeye Rd. Palmetto, Florida 34221	~ (22) ATBO P202 49-Watt fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2135447 LED ~TSN# 2127281 AL Pole ~ (11) ATBO P302 Double 83-Watt fixtures on 35ft Mounting Height Waterside AL. poles. ~TSN # 2136374 LED ~TSN# 2127281 AL Pole	



AN EMERA COMPANY

Tampa Electric Company (TEC) Proposal and Scope of Work Lighting Service

I. Customer and Project Information

Date: 07/02/2024

Project Name: Sweetwater Preserve Parkway PH1

Proposal ID: 2024_07_02_SPPKW_PH1

Property Owner Name: CC Manatee Land Investments, LLC

Contact Name: David Berner of Southeast Land Consultants

Work Request Number: 2553358

Billing Partner Name: Newport Isles CDD

Billing Address: 1901 Ulmerton Road Suite 475 Clearwater FL. 33762

Business Partner #: TBD

Site Address: 7800 Buckeye Rd. Palmetto, Florida 34221

EIN #: 88-1442788

II. Lighting Services

Tampa Electric Company will provide the following services: Tampa Electric Company (TEC) will install:

- ~ (22) ATBO P202 49-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles.
- ~ (11) ATBO P302 Double 83-Watt LED fixtures on 35ft Mounting Height Waterside AL. poles.
- ~ The monthly charge also includes maintenance services for a term of (20) twenty years.

Monthly Charges

- ~ The monthly charge for 49-Watt LED fixture/AL.Pole= \$52.00 per unit.
- ~ The monthly charge for 83-Watt LED fixture/AL.Pole= \$66.00 per unit.

Business Partner Name: Newport Isles CDD

Site Address: 7800 Buckeye Rd. Palmetto, FL. 34221

- Install LED System including Pole and Fixture.**
- Provide ongoing maintenance.**

The above listed services are provided for a monthly rate of \$1,870.00 , not including taxes and fees where applicable.

Scope of Work and Terms: Tampa Electric Company (TEC) owns the system and will provide installation services in accordance with plans approved by Newport Isles CDD using standard streetlighting construction methods. Tampa Electric will provide maintenance services for the life of the contract, excluding power. TEC will provide these services for a 20-year primary term in exchange for the monthly rate listed above, followed by successive automatic one-year renewal terms. Newport Isles CDD is responsible for paying the power bill for the streetlights.

Customer Initial SC Date 8/9/2024

III. Equipment Description and Quantities

Site where equipment is to be installed and maintained	Light & Pole (Quantity and Type)
7800 Buckeye Rd. Palmetto, Florida 34221	~ (22) ATBO P202 49-Watt fixtures on 35ft Mounting Height Waterside AL. poles. TSN # 2135447 UN-LED ~TSN # 2135447 LED ~TSN# 2127281 AL ~ (11) ATBO P302 Double 83-Watt fixtures on 35ft Mounting Height Waterside AL. poles. TSN # 2136374 UN-LED TSN # 2136374 LED TSN# 2127281 AL Pole

DocuSigned by:

Susan Collins

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8/9/2024

Date: _____

Please sign and date to reflect agreement and approval of above-listed scope and terms.

^{DS}
sc

Customer Initial _____

8/9/2024

Date _____

ADDENDUM TO STREETLIGHT LIGHTING AGREEMENT (“AGREEMENT”)
(by and between Newport Isles Community Development Agreement
and Tampa Electric Company)

The following provisions govern the Agreement referenced above:

1. The Agreement shall be deemed effective as of the date of the full execution of this Addendum.
2. Company agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
3. Company agrees that the insurance set forth in **Exhibit A** attached hereto outlines the coverage requirements of Section 16 of the Agreement. The final insurance certificate will be provided at the time when the lights are ordered and integrated into this Addendum.
4. Company understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Company acknowledges that the designated public records custodian for the District is **Kristen Suit** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Company shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Company does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Company’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 Company, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: (877)276-0889, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, OR EMAIL SUITK@WHHASSOCIATES.COM.

5. The Company shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. To the extent required by Florida Statute, and among other things, Company shall

register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Company has knowingly violated Section 448.091, Florida Statutes.

- 6. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

TAMPA ELECTRIC COMPANY

Signed by:
Archie Collins
D3760CF3ED08498...
By: Archie Collins
Its: Chief Executive Officer
Date: 8/23/2024

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

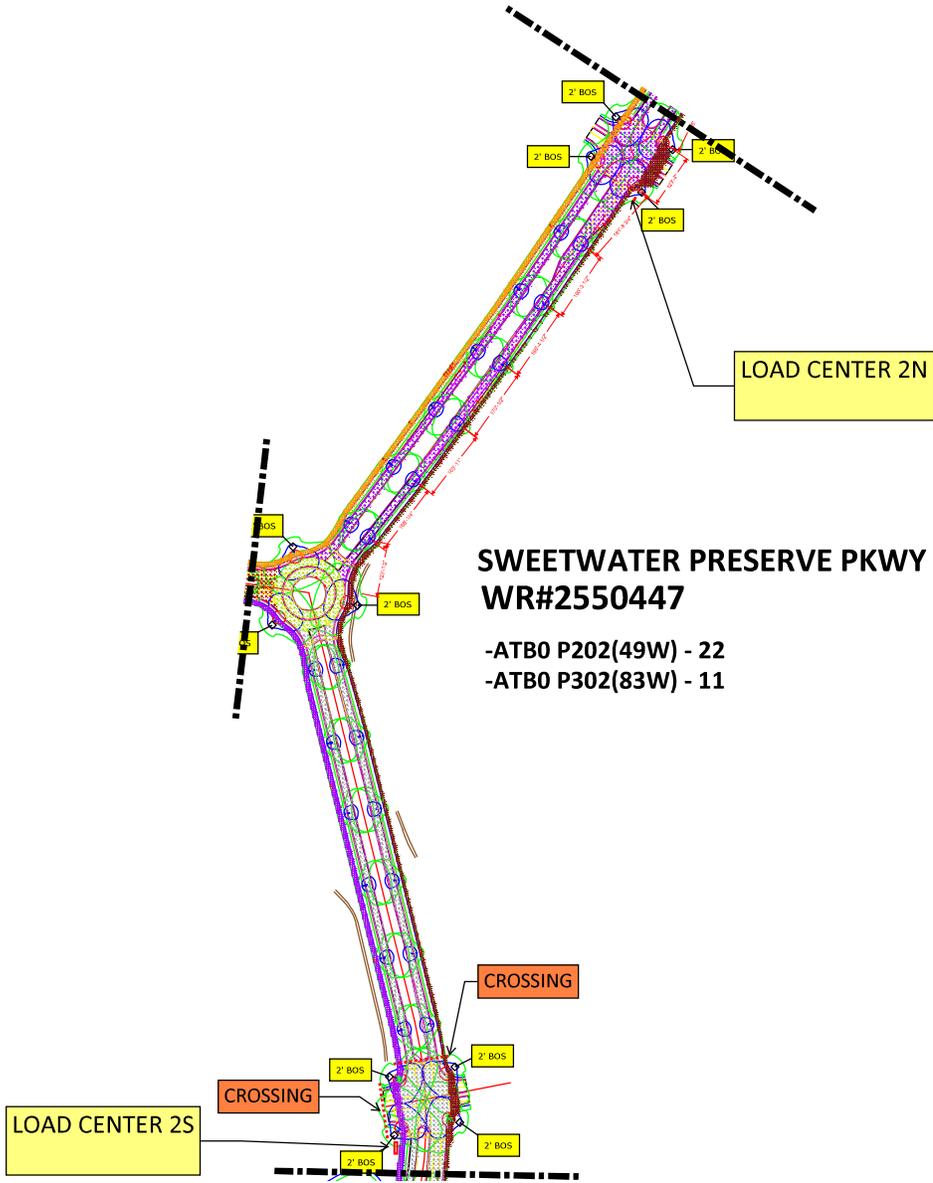
DocuSigned by:
Susan Collins
A88715F4F29042A...
By: _____
Its: _____
Date: 8/9/2024

TAMPA ELECTRIC COMPANY

DocuSigned by:
Chip Whitworth
D7E08EE297FF402...
By: Chip Whitworth
Its: Vice President, Electric Delivery
Date: 8/23/2024

Exhibit A: Insurance Certificate

PHASE #1 - SWEETWATER PRESERVE PKWY PH1



NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS CIIIa



10/01/2024

Via PDF/DocuSign

Newport Isles CDD
1901 Ulmerton Road, Suite 475
Clearwater, FL. 33762

Attn: Susan Collins

Re: Amendment No. 1 (Sweetwater Phase 1)
Tampa Electric Company Streetlight Lighting Agreement (the "Agreement")
Contract #2024_07_02_SPPKW_PH1 for Work Request # 2553358
7800 Buckeye Road., Palmetto, Florida 34221 ("Installation Site")
Tax ID#: 88-1442788

This letter serves as Amendment No. 1 to the above referenced Streetlight Lighting Agreement and the lighting equipment that Tampa Electric will install for Newport Isles CDD (the "Customer") pursuant to the above-referenced Agreement and makes corrections to the same. Appended to this letter for your ready reference is a copy of the Agreement. Unless otherwise indicated, capitalized terms shall have the meanings given to them in the Agreement.

The Agreement contains some inaccuracies and typographical errors. In order to conform the Agreement to the revised proposed installation, we propose the following clarification to the Agreement:

1. Due to change orders and/or mutually agreed upon modifications, the actual number and type of lighting equipment to be installed by Tampa Electric differs from that described in Exhibit A (Page 5), The Proposal and Scope of Work Lighting Service (Page 6), and the Equipment Description and Quantities (Page 7) of the Agreement. Accordingly, the description of Equipment listed is hereby removed and replaced with the following:

~ (24) ATBO P202 49-Watt fixtures, TSN #2135447 each on 35ft Mounting Height Waterside AL poles

~ (11) ATBO P302 83-Watt fixtures, TSN #2136374, each on 35ft Mounting Height Waterside AL poles

~ (35) POLE, WATERSIDE, AL, 38.6FT, DB, HH, BLK, TSN #2127281

2. Due to change orders and/or mutually agreed upon modifications, the actual number and type of lighting equipment to be installed by Tampa Electric differs from that described in Exhibit A (Page 5), The Proposal and Scope of Work Lighting Service (Page 6), and the Equipment Description and Quantities (Page 7) of the Agreement. Accordingly, the

monthly payment listed in the Lighting Services on Page 6 is hereby removed and replaced with the following:

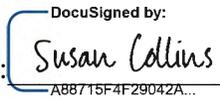
The above under this agreement will be \$1974.00, not including taxes and fees where applicable.

If you, the undersigned, agree with the foregoing clarifications and modifications to the Agreement noted in this Amendment No. 1, please sign and date in the space provided below according to the DocuSign instructions, retaining a copy for your files.

ACCEPTED AND AGREED

Customer: Newport Isles CDD

Tampa Electric Company Representative

By (signature):  Susan Collins
A88715F4F29042A...

By (signature):  Archie Collins
D3760CF3ED09496...

Name (print): Susan Collins

Name (print): Archie Collins

Title: Authorized Representative

Title: President & CEO

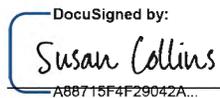
Email: susan@cornerstonelandcompany.com

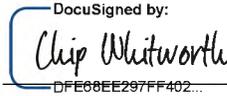
Department: Tampa Electric Company

Date: 10/2/2024

Date: 10/7/2024

Property Owner: CC Manatee Land Investments, LLC

By (signature):  Susan Collins
A88715F4F29042A...

By (signature):  Chip Whitworth
DFE68EE297FF402...

Name (print): Susan Collins

Name (print): Chip Whitworth

Title: Authorized Representative

Title: Vice President, Electric Delivery

Email: susan@cornerstonelandcompany.com

Department: Tampa Electric Company

Date: 10/2/2024

Date: 10/8/2024

cc. Arthur D. Bosshart II, TEC

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS D

Newport Isles Community Development District

Special Assessment Revenue Bonds, Series 2024

August 19, 2024 - Revised 9/16/2024

Fee Schedule for the following:

- Trustee
- Paying Agent
- Registrar

Presented By:

BNY Mellon Corporate Trust

Fee Schedule

Subject to the Terms and Conditions below, upon appointment of **The Bank of New York Mellon Trust Company, N.A.** (“BNYM” or “us” or “affiliates” or “subsidiaries”) in the roles as outlined within this Fee Schedule (this “Fee Schedule”), **Newport Isles Community Development District** (“you”) shall be responsible for the payment of the fees, expenses and charges as set forth herein and shall remain responsible notwithstanding that an affiliated or sponsored legal entity executes the transaction documents.

General Fees

Acceptance Fee **\$2,500**

The Transaction Acceptance Fee is payable at the time of the execution of the governing documents in connection with the closing of the transaction which is the subject of this Agreement (the “**Transaction**”), and compensates BNYM for the following: review of all supporting documents, initial establishment of the required accounts and Know Your Customer checks.

Annual Fee—Trustee **\$4,400**

An annual fee covering the duties and responsibilities related to account administration. This fee is payable in advance for the year and shall not be prorated.

***\$4,000 annual fee for first series, \$2,000 annual fee for each additional series.**

Investment Agreement – Annual Fee, Per Agreement (if applicable) **\$1,000**

An annual fee for ongoing administration of each Investment Agreement, Repurchase Agreement or Forward Purchase Agreement. BNYM will further assess a one time fee of \$500 covering the review and negotiation of each agreement. The fees and expenses incurred by BNYM's Counsel in connection with its review and negotiation of each agreement will additionally be billed at the actual amount of fees and expenses charged by Counsel.

Internal Counsel Fees, (if applicable) **\$1,500**

If a legal opinion is to be provided by BNYM internal counsel, Customer will be charged the amount quoted and such amount will be payable upon the closing of the Transaction. In the event that the Transaction is terminated prior to closing, Customer will remain responsible for charges for BNYM counsel time incurred up to and including the termination date.

Activity Fees (if applicable)

Audit Confirmation Fee, Per Audit **\$100**

Construction Fund Administration Fee, Per Series **\$2,000**

A charge covering the duties and responsibilities associated with the administration of a construction fund. This fee is payable annually, in advance, during the construction period only.

Disbursements Fee, Per Occurrence **\$35**

Notes:

Disbursement Fee per check or wire for accounts except Construction Fund.

Online NEXEN System Fee **Waived**

Charges for use and training of BNYM online NEXEN system.

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

Additional Fees

Extraordinary Services / Miscellaneous Fees

The charges for performing extraordinary or other services not contemplated at the time of the execution of the Transaction Documents or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and may be charged in BNY Mellon's sole discretion. If it is contemplated that BNY Mellon hold/and or value collateral, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. If all outstanding bonds of a series are defeased or redeemed, or BNY Mellon is removed as paying agent prior to the maturity of the bonds, a termination fee may be assessed at that time.

Miscellaneous fees and expenses may include, but are not necessarily limited to supplemental agreements, tender processing, the preparation and distribution of sinking fund redemption notices, optional redemptions, failed remarketing processing, preparation of special or interim reports, UCC filing fees, auditor confirmation fees, wire transfer fees, Letter of Credit drawdown fees, transaction fees to settle third-party trades, and reconciliation fees to balance trust account balances to third-party investment provider statements. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed. FDIC or other governmental charges will be passed along as incurred.

You agree to reimburse BNYM for extraordinary expenses incurred by it in connection with the Transaction to the extent permitted by law.

Unless specifically listed in this Fee Schedule, the fees, expenses and disbursements of BNYM legal counsel are not included in the charges listed above.

Out-of-Pocket Expenses

Fees quoted in this Fee Schedule are solely for the provision of the services listed in this Fee Schedule, and any Out-of-Pocket Expenses are payable in addition to the fees quoted in this Fee Schedule. Reimbursement will be required for any Out-of-Pocket Expenses and will be charged to you at the actual cost to BNYM plus any applicable taxes.

Advance Fees

BNYM requires that you agree to the fees quoted in this Fee Schedule prior to the commencement of any work or the provision of any services by BNYM in relation to the Transaction. In the event that BNYM provides any services to you prior to your agreement to the fees quoted herein, the commencement of such work or the provision of such services shall not be deemed to constitute a waiver of the fees listed in this Fee Schedule. BNYM reserves the right to cease providing services until such time as you agree to the fees quoted herein. BNYM reserves the right to request that any and all fees due and payable pursuant to this Fee Schedule and related in any way to the Transaction are paid in advance (either in whole or in part) prior to the provision of any services.

Investment Compensation

With respect to investments in money market mutual funds for which BNYM provides shareholder services, BNYM (or its affiliates) may receive fees from the mutual funds (or their affiliates) for shareholder services as set forth in the Authorization and Direction to Invest Cash Balances in Money Market Mutual Funds or other similar fees described in the fund prospectus.

Default Administration

If an event of default occurs under the Transaction Documents, the services of each employee of BNYM administering such default will be charged at the prevailing hourly rate for default administration services as set out from time to time. In addition, all of BNYM's costs and expenses including but not limited to any legal costs, travel costs and applicable taxes shall be charged to you in accordance with the Transaction Documents.

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

Negative Interest Rates – Charges

With respect to any funds invested or deposited by BNYM in connection with the Transaction, if: (i) any recognized overnight benchmark rate or any official overnight interest rate set by a central bank or other monetary authority is negative or zero; or (ii) any market counterparty or other institution applies a negative interest rate or any related charge to any account or balance of BNYM or any account or balance opened for You by BNYM, BNYM may apply a charge to any of Your accounts or balances. BNYM will give You prompt written notice of the application of any such charges. You acknowledge and agree that the application of such a charge by BNYM may cause the effective interest rate applicable to Your account or balance to be negative, notwithstanding that one or more of the rates set by third parties specified in clauses (i) and (ii) above may be positive.

Investment of Proceeds

In the event that BNY Mellon holds proceeds from the Transaction and the Transaction Documents allows for the investment of such proceeds, please reach out to your BNY Mellon Relationship Manager concerning your investment options.

Terms and Conditions

General

BNYM's final acceptance of its appointment pursuant to the Transaction Documents is subject to the full review and approval of all related documentation, financials and standard Know Your Customer procedures.

Please note the fees quoted in this Fee Schedule are based upon the information available at the present time. Further quotes may be provided once the structure of the deal has been finalized. Annual Fees cover a period of one year and any portion thereof and are not subject to pro-ration. Fees may be subject to adjustment during the life of the engagement.

OFAC Sanctions

You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively "Sanctions"). You covenant and represent that neither You nor any of Your affiliates, subsidiaries, directors or officers will use any payments made pursuant to the Transaction: (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

Acceptance/Revocation of Offer

You may agree to the fees quoted herein by (i) executing this Fee Schedule and returning it to us, (ii) closing the Transaction, or (iii) instructing us or continuing to instruct us after receipt of this Fee Schedule. Upon the earlier to occur of (i), (ii) and (iii), the fees quoted herein shall be deemed accepted by you. If you agree to the fees quoted herein, the terms of this Fee Schedule shall supersede any prior fees quoted with respect to the Transaction. BNYM may revoke the terms of this Fee Schedule if the Transaction does not close within three months from the date of this Fee Schedule. Should the Transaction fail to close for any reason, a termination fee equal to BNYM's Acceptance Fee, any external counsel fees, expenses and disbursements and all out-of-pocket expenses will apply.

Confidential Information

Except as otherwise provided by law, all information provided to you by BNYM must remain confidential and may not be intentionally disclosed, reproduced, copied, published, or displayed in any form to any third party without BNYM's prior written approval, except as required by law, regulation or court order; provided that you will provide BNYM with prompt notice of such disclosure unless prohibited by law.

Miscellaneous

You shall be responsible for filing any applicable information returns with the U.S. Department of Treasury, Internal Revenue Service in connection with payments made by BNYM to vendors who have not performed

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

services for BNYM's benefit in connection with the Transaction or other undertakings contemplated by this Fee Schedule.

The Bank of New York Mellon Corporation is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may (i) centralise in one or more affiliates and subsidiaries certain activities (the "Centralised Functions"), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding You (which, for purposes of this provision, includes the name and business contact information for Your employees and representatives) and the accounts established pursuant to the Transaction Documents ("Your Information") and (ii) use third party service providers to store, maintain and process Your Information ("Outsourced Functions"). Notwithstanding anything to the contrary contained elsewhere in this Fee Schedule or the Transaction Documents and solely in connection with the Centralised Functions and/or Outsourced Functions, You consent to the disclosure of, and authorise BNY Mellon to disclose, your Information to (i) other members of the BNY Mellon Group (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of your Information. In addition, the BNY Mellon Group may aggregate your Information with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies your information with you specifically. You represent that you are authorised to consent to the foregoing and that the disclosure of your Information in connection with the Centralised Functions and/or Outsourced Functions does not violate any relevant data protection legislation. You also consent to the disclosure of your information to governmental and regulatory authorities in jurisdictions where the BNY Mellon Group operates and otherwise as required by law.

Privacy Notice

Your personal information is collected and will be used by the BNY Mellon Group. The particular BNY Mellon Group legal entity which owns the relationship associated with this Transaction will be deemed a data controller for your personal information. Your personal information will be used in connection with the preparation of internal distribution lists, the distribution of materials for the purposes of hearing more about BNYM's services and events, and compliance with legal requirements pertaining to individual and organizational identification (including Know Your Client requirements). This includes information required for onboarding of new clients, updating of information on existing client relationships, and information relating to associated parties with respect to any transaction with BNYM, where applicable. Your personal information will be shared within the BNY Mellon Group as well as with third parties, including BNY Mellon Group's third-party service providers, where necessary for the aforementioned purposes. The BNYM Group will transfer or store your personal information in countries other than the country of administration of the Transaction, including those outside Europe and the European Economic Area, under the protection of appropriate safeguards. For more information about how we collect, use, and share personal information and your legal rights see the BNY Mellon Group's full privacy notice (the "Privacy Notice") at <https://www.bnymellon.com/us/en/data-privacy.html> or contact your BNYM Relationship Manager.

Customer Notice Required By the USA Patriot Act

To help the U.S. government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) for which a relationship is established. When you establish a relationship with BNYM, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

Governing Law and Third Party Rights

This Fee Schedule (and any non-contractual obligations arising out of this Fee Schedule) shall be governed by and construed in accordance with the law of the state (the State) governing the primary Transaction document (for example, the trust indenture). The Parties agree to submit to the jurisdiction of the courts of the State.

PRIVATE AND CONFIDENTIAL

The information contained within this Fee Schedule is the proprietary information of BNY and is confidential. Except as otherwise provided by law, this document, either in whole or in part, must not be reproduced or disclosed to others or used for purposes other than that for which it has been supplied without the prior written permission of BNY. You shall not use BNY's name or trademarks without its prior written permission.

The undersigned hereby accepts and agrees to the fees and the terms and conditions set forth in this Fee Schedule.

Newport Isles Community Development District

By: 
Name: SUSAN COLLINS
Title: CHAIR
Date: October 31, 2024

PRIVATE AND CONFIDENTIAL

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NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS E

AIA® Document A101® – 2017

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

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

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

Newport Isles CDD a local unit of special purpose government established pursuant to chapter 190, Florida Statutes
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

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

Steadfast Contractors Alliance, LLC a Florida Limited Liability Company
30435 Commerce Drive,
Unit 102
San Antonio, Florida 33576

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

Coasterra Blvd Landscape and Irrigation Project
Newport Isles Community Development District
Manatee County, Florida

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

Whitaker Design Group LLC a Florida limited liability company
13199 Linzia Lane
Spring Hill, Florida 34609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

Init.

[X] Not later than six (6) months from the date of commencement of the Work.

[] By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Six Hundred Fifty-Nine Thousand Nine Hundred Fifty-Four AND Forty-Two Cents (\$ \$3,659,954.42), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

SEE PROPOSAL ATTACHED

(Paragraphs deleted)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. All payments shall be made in accordance with Florida's Local Government Prompt Payment Act, Section 218.70, Florida Statutes, the terms of which are incorporated herein by this reference.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Interest on payments due and unpaid shall be as set forth in Florida’s Local Government Prompt Payment Act, Section 218.70, Florida Statutes, the terms of which are incorporated herein by this reference.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

Init.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

(Paragraph deleted)

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
--------	-------	------

Init.

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

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

See attached "Final Proposal for Coasterra Blvd Landscape and Irrigation" dated 8/20/2024 (NOTE: The proposal is incorporated only for purposes of the items, quantities, unit price, and total prices, and the Terms and Conditions set forth in the proposal are expressly rejected by the parties hereto.)

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

OWNER (Signature)
Susan Collins, Chair

(Printed name and title)

CONTRACTOR (Signature)

John M. Faulkner

(Printed name and title)

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:43:50 ET on 10/25/2024.

PAGE 1

Newport Isles CDD a local unit of special purpose government established pursuant to chapter 190, Florida Statutes
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

...

Steadfast Contractors Alliance, LLC a Florida Limited Liability Company
30435 Commerce Drive,
Unit 102
San Antonio, Florida 33576

...

Coasterra Blvd Landscape and Irrigation Project
Newport Isles Community Development District
Manatee County, Florida

...

Whitaker Design Group LLC a Florida limited liability company
13199 Linzia Lane
Spring Hill, Florida 34609

PAGE 2

[] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[] Not later than ~~(---) calendar days~~ six (6) months from the date of commencement of the Work.

...

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

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Six Hundred Fifty-Nine Thousand Nine Hundred Fifty-Four AND Forty-Two Cents (\$ 3,659,954.42), subject to additions and deductions as provided in the Contract Documents.

...

SEE PROPOSAL ATTACHED

~~§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)~~

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. All payments shall be made in accordance with Florida's Local Government Prompt Payment Act, Section 218.70, Florida Statutes, the terms of which are incorporated herein by this reference.

...

~~.5 Retainage withheld pursuant to Section 5.1.7.~~

~~§ 5.1.7 Retainage~~

~~§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)~~

~~§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)~~

~~§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)~~

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

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

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

PAGE 5

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Interest on payments due and unpaid shall be as set forth in Florida's Local Government Prompt Payment Act, Section 218.70, Florida Statutes, the terms of which are incorporated herein by this reference.

...

N/A
PAGE 6

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

PAGE 7

See attached "Final Proposal for Coasterra Blvd Landscape and Irrigation" dated 8/20/2024 (NOTE: The proposal is incorporated only for purposes of the items, quantities, unit price, and total prices, and the Terms and Conditions set forth in the proposal are expressly rejected by the parties hereto.)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:43:50 ET on 10/25/2024 under Order No. 2114572368 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

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

Coasterra Blvd Landscape and Irrigation Project
Newport Isles Community Development District
Manatee County, Florida

THE OWNER:
(Name, legal status and address)

Newport Isles CDD a local unit of special purpose government established pursuant to chapter 190, Florida Statutes
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

THE CONTRACTOR:
(Name, legal status and address)

Steadfast Contractors Alliance, LLC a Florida Limited Liability Company
30435 Commerce Drive,
Unit 102
San Antonio, Florida 33576

TABLE OF ARTICLES

A.1 GENERAL

(Paragraph deleted)

A.2 CONTRACTOR'S INSURANCE AND BONDS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 CONTRACTOR'S INSURANCE AND BONDS

§ A.2.1 General

(Paragraphs deleted)

§ A.2.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies, and as a named insured on the insurance policies provided under Section A.3.3.2.1.

§ A.2.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.2.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.2.2 Contractor's Required Insurance Coverage

§ A.2.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

For any "occurrence" based policies, Contractor shall maintain such required insurance until the expiration of five years from the date of expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ A.2.2.2 Commercial General Liability

§ A.2.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.2.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.2.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.2.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.2.2.5 Workers' Compensation at statutory limits

§ A.2.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ A.2.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.2.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.2.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.2.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.2.3 Contractor's Other Insurance Coverage

§ A.2.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

For any "occurrence" based policies, Contractor shall maintain such required insurance until the expiration of five years from the date of expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.2.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.2.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- § A.2.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.2.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.2.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.2.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.2.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Umbrella Policy	Two Million Dollars (\$2,000,000)

(Paragraphs deleted)(Table deleted)(Paragraphs deleted)

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

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

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PAGE 1

Coasterra Blvd Landscape and Irrigation Project
Newport Isles Community Development District
Manatee County, Florida

...

Newport Isles CDD a local unit of special purpose government established pursuant to chapter 190, Florida Statutes
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

...

(Name, legal status and address)

Steadfast Contractors Alliance, LLC a Florida Limited Liability Company
30435 Commerce Drive,
Unit 102
San Antonio, Florida 33576

...

A.2 — OWNER'S INSURANCE

A.3 —

A.2 — CONTRACTOR'S INSURANCE AND BONDS

A.4 — SPECIAL TERMS AND CONDITIONS

...

ARTICLE A.2 — OWNER'S INSURANCE

ARTICLE A.2 — CONTRACTOR'S INSURANCE AND BONDS

~~Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

§ A.2.2 Liability Insurance

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.~~

§ A.2.3 Required Property Insurance

§ A.2.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies, and as a named insured on the insurance policies provided under Section A.3.3.2.1.

§ A.2.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.2.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.2.2 Contractor's Required Insurance Coverage

§ A.2.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

For any "occurrence" based policies, Contractor shall maintain such required insurance until the expiration of five years from the date of expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ A.2.2.2 Commercial General Liability

§ A.2.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$ 2,000,000) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.2.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.

- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.2.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.2.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.2.2.5 Workers' Compensation at statutory limits

§ A.2.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ A.2.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.2.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.2.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.2.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.2.3 Contractor's Other Insurance Coverage

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees located. The Contractor shall maintain the required insurance until the expiration of the

period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

For any "occurrence" based policies, Contractor shall maintain such required insurance until the expiration of five years from the date of expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing. The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.2.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party

other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.2.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.2.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.2.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- § A.2.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- § A.2.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

<u>Coverage</u>	<u>Limits</u>
<u>Umbrella Policy</u>	<u>Two Million Dollars (\$2,000,000)</u>

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above

~~the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.~~

~~**§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.~~

~~**§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.~~

~~**§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.~~

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

~~**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*~~

~~**§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~

Coverage

Limits

ARTICLE A.3 ~~CONTRACTOR'S INSURANCE AND BONDS~~

§ A.3.1 General

~~**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.~~

~~**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.~~

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$)~~ each occurrence, ~~(\$)~~ general aggregate, and ~~(\$)~~ aggregate for products-completed operations hazard, providing coverage for claims including

- ~~.1 — damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;~~
- ~~.2 — personal injury and advertising injury;~~
- ~~.3 — damages because of physical damage to or destruction of tangible property, including the loss of use of such property;~~
- ~~.4 — bodily injury or property damage arising out of completed operations; and~~
- ~~.5 — the Contractor's indemnity obligations under Section 3.18 of the General Conditions.~~

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- ~~.1 — Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.~~
- ~~.2 — Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.~~
- ~~.3 — Claims for bodily injury other than to employees of the insured.~~
- ~~.4 — Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.~~
- ~~.5 — Claims or loss excluded under a prior work endorsement or other similar exclusionary language.~~
- ~~.6 — Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.~~
- ~~.7 — Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.~~
- ~~.8 — Claims related to roofing, if the Work involves roofing.~~
- ~~.9 — Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.~~
- ~~.10 — Claims related to earth subsidence or movement, where the Work involves such hazards.~~
- ~~.11 — Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.~~

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ~~(\$)~~ per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

~~§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ A.3.2.5 Workers' Compensation at statutory limits.~~

~~§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

§ A.3.3 Contractor's Other Insurance Coverage

~~§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:~~

~~*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

~~§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.~~

~~*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*~~

~~§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in~~

~~accordance with Article 11 of the General Conditions unless otherwise set forth below:
 (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)~~

- ~~[] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.~~
- ~~[] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~
- ~~[] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all risks" completed value form.~~
- ~~[] § A.3.3.2.5 Property insurance on an "all risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.~~
- ~~[] § A.3.3.2.6 Other Insurance
 (List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

Coverage	Limits
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~~§ A.3.4 Performance Bond and Payment Bond~~

~~The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
 (Specify type and penal sum of bonds.)~~

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

~~Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~

~~ARTICLE A.4 SPECIAL TERMS AND CONDITIONS~~

~~Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:~~

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Coasterra Blvd Landscape and Irrigation Project
Newport Isles Community Development District
Manatee County, Florida

THE OWNER:

(Name, legal status and address)

Newport Isles CDD a local unit of special purpose government established pursuant to chapter 190, Florida Statutes
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

THE ARCHITECT:

(Name, legal status and address)

Whitaker Design Group LLC a Florida limited liability company
13199 Linzia Lane
Spring Hill, Florida 34609

TABLE OF ARTICLES

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13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

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

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14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Direct Purchase of Materials

§ 3.5.1 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.

§ 3.5.2 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.

(Paragraphs deleted)

§ 3.5.3 Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. 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.

§ 3.5.4 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.

§ 3.5.5 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 the Contractor.

§ 3.5.6 Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

§ 3.5.7 Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of the 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.

§ 3.5.8 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.

§ 3.5.9 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.

§ 3.6 Warranty

§ 3.6.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

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remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.7 Taxes

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

§ 3.8 Permits, Fees, Notices and Compliance with Laws

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

§ 3.8.2

(Paragraphs deleted)

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

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

§ 3.8.4 Concealed or Unknown Conditions

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

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

§ 3.9 Construction Defects

CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

(Paragraphs deleted)

§ 3.10 Allowances

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

§ 3.10.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.11

(Paragraphs deleted)

Superintendent

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

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

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

§ 3.12 Contractor's Construction and Submittal Schedules

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

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

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

(Paragraphs deleted)

§ 3.13 Documents and Samples at the Site

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

§ 3.14 Shop Drawings, Product Data and Samples

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

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

(Paragraphs deleted)

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

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

(Paragraph deleted)

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

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

(Paragraphs deleted)

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

(Paragraphs deleted)

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

(Paragraph deleted)

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

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

(Paragraph deleted)

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

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

(Paragraph deleted)

§ 3.15 Use of Site

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

§ 3.16 Cutting and Patching

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

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

§ 3.17 Cleaning Up

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

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

§ 3.18 Access to Work

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

§ 3.19 Royalties, Patents and Copyrights

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

§ 3.20 Indemnification

§ 3.20.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and the supervisors, members, directors, employees, staff, lawyers, engineers, consultants, contractors, agents and representatives of any of them (together, "Indemnitees") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding, or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, that Owner shall have the right in its discretion to be represented therein by counsel of its own selection at its own expense. Further, to the extent the obligations set forth herein are invalid for any reason under applicable law, the parties agree that the provisions of this Contract shall be reformed to require the Contractor to indemnify, defend and hold harmless the Indemnitees to the maximum extent permitted by law, and, to the extent the law requires a cap on the obligations hereunder, the parties agree that the amount of such cap shall not exceed the value of the Contract Sum as included in Section 4.1 Standard Form of Agreement Between Owner and Contractor, the amount of which the parties agree bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents.

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

§ 3.18.3 In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for Contractor's promises are:

- .1 One dollar (\$1.00) in hand paid by Owner, Architect, and their respective agents and employees to Contractor, receipt whereof is hereby acknowledged and the adequacy of which Contractor accepts as completely fulfilling the obligations of the Owner, Architect and their respective agents and employees under the requirements of Section 725.06, Florida Statutes; and
- .2 The entry of Owner and Contractor into the Contract because, but for Contractor's promises as contained in the General Conditions, Owner would not have entered into the Contract with the Contractor.

§ 3.18.4 Contractor acknowledges that the Work may take place in or around environmentally sensitive areas and shall ensure that all construction complies with all applicable local, state, and federal laws, regulations and standards.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the

Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the

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Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor

knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 To the fullest extent permitted by law, but subject to and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes and other applicable law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that

will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when

and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

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

§ 13.6 Assignment of Warranties

§ 13.6.1 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.

§ 13.6.2 As noted in Section 13.8, the District, Cornerstone Land Company, LLC, CC Manatee Land Investments, LLC, and the County 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 District to assign and deliver all warranties under the Agreement and any Subcontractor and Supplier agreements to the District's designees. All such warranties shall name the District, Cornerstone Land Company, LLC, CC Manatee Land Investments, LLC, and the County as beneficiaries.

§ 13.7 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.

§ 13.8 Third Party Beneficiaries

Cornerstone Land Company, LLC, CC Manatee Land Investments, LLC, and the County, 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.

§ 13.9 Public Records

Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Contractor agrees to comply with all such laws, and cooperate with the District in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Contractor shall promptly notify the District in the event that the Contractor receives a request for any such records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER,

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THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o KRISTEN SUIT, WRATHELL, HUNT & ASSOCIATES, LLC, SUITK@WHAASSOCIATES.COM (561) 571-0010.

§ 13.10 Public Entity Crimes

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

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

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 District whereupon this Contract may be terminated in whole or in part by the District for cause.

§ 13.11 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner whereupon this Contract may be terminated in whole or in part by the District for cause.

§ 13.12 Anti-Human Trafficking Statement

The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

§ 13.13 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.

§ 13.13 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 Cornerstone Land Company, LLC or CC Manatee Land Investments, LLC, 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.

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§ 13.13 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.

§ 13.14 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 Paragraph 13.14:

- .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.

§ 13.15 E-Verify

Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, 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 and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

§ 13.16 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 District.

§ 13.17 Compliance with Section 20.055, Florida Statutes.

Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

§ 13.18 Counterparts.

This Agreement may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Agreement, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or emailed PDF scanned version of this Agreement shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to this Agreement may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Section.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and only recover from the Owner payment for Work executed, subject to any offsets that the Owner may have.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 Upon any termination of the Contract, the Contractor shall be entitled only to recover from the Owner payment for Work executed, subject to any offsets that the Owner may have..

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§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 Upon any termination of the Contract, the Contractor shall be entitled only to recover from the Owner payment for Work executed, subject to any offsets that the Owner may have.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

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Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for AIA® Document A201® – 2017

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

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PAGE 1

Coasterra Blvd Landscape and Irrigation Project
Newport Isles Community Development District
Manatee County, Florida

...

(Name, legal status and address)

Newport Isles CDD a local unit of special purpose government established pursuant to chapter 190, Florida Statutes
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

...

Whitaker Design Group LLC a Florida limited liability company
13199 Linzia Lane
Spring Hill, Florida 34609

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§ 3.5 Warranty ~~Direct Purchase of Materials~~

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.5.3 Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. 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.

§ 3.5.4 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.

§ 3.5.5 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 the Contractor.

§ 3.5.6 Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

§ 3.5.7 Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of the 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.

§ 3.5.8 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.

§ 3.5.9 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.

§ 3.6 Warranty

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

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

§ 3.7 Taxes

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

§ 3.8 Allowances, Permits, Fees, Notices and Compliance with Laws

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper

execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8.4 Concealed or Unknown Conditions

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

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

§ 3.9 Superintendent Construction Defects

CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

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

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

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

§ 3.10 Contractor's Construction and Submittal SchedulesAllowances

~~§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.~~

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

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

~~§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.~~

§ 3.11 Documents and Samples at the Site

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

Superintendent

~~§ 3.11.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.~~

~~§ 3.11.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~

~~§ 3.11.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~

§ 3.12 Shop Drawings, Product Data and Samples Contractor's Construction and Submittal Schedules

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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

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

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

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

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

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

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

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

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

~~§ 3.13 Use of Site~~

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

~~§ 3.13 Documents and Samples at the Site~~

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

~~§ 3.14 Cutting and Patching Shop Drawings, Product Data and Samples~~

~~§ 3.14.1~~ The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

~~§ 3.14.2~~ The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.15 Cleaning Up

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

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

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

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

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

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

§ 3.16 Access to Work

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

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

§ 3.17 Royalties, Patents and Copyrights

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

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

§ 3.18 Indemnification

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

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

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

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

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

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

§ 3.15 Use of Site

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

§ 3.16 Cutting and Patching

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

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

§ 3.17 Cleaning Up

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

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

§ 3.18 Access to Work

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

§ 3.19 Royalties, Patents and Copyrights

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

§ 3.20 Indemnification

§ 3.20.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and the supervisors, members, directors, employees, staff, lawyers, engineers, consultants, contractors, agents and representatives of any of them (together, "Indemnitees") from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Contactor shall promptly advise Owner in writing of any action, administrative or legal proceeding, or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, that Owner shall have the right in its discretion to be represented therein by counsel of its own selection at its own expense. Further, to the extent the obligations set forth herein are invalid for any reason under applicable law, the parties agree that the provisions of this Contract shall be reformed to require the Contractor to indemnify, defend and hold harmless the Indemnitees to the maximum extent permitted by law, and, to the extent the law requires a cap on the obligations hereunder, the parties agree that the amount of such cap shall not exceed the value of the Contract Sum as included in Section 4.1 Standard Form of Agreement Between Owner and Contractor, the amount of which the parties agree bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents.

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

§ 3.18.3 In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for Contractor's promises are:

- .1 One dollar (\$1.00) in hand paid by Owner, Architect, and their respective agents and employees to Contractor, receipt whereof is hereby acknowledged and the adequacy of which Contractor accepts as completely fulfilling the obligations of the Owner, Architect and their respective agents and employees under the requirements of Section 725.06, Florida Statutes; and
- .2 The entry of Owner and Contractor into the Contract because, but for Contractor's promises as contained in the General Conditions, Owner would not have entered into the Contract with the Contractor.

§ 3.18.4 Contractor acknowledges that the Work may take place in or around environmentally sensitive areas and shall ensure that all construction complies with all applicable local, state, and federal laws, regulations and standards.

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§ 10.3.3 To the fullest extent permitted by law, but subject to and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes and other applicable law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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§ 13.6 Assignment of Warranties

§ 13.6.1 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.

§ 13.6.2 As noted in Section 13.8, the District, Cornerstone Land Company, LLC, CC Manatee Land Investments, LLC, and the County 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 District to assign and deliver all warranties under the Agreement and any Subcontractor and Supplier agreements to the District's designees. All such warranties shall name the District, Cornerstone Land Company, LLC, CC Manatee Land Investments, LLC, and the County as beneficiaries.

§ 13.7 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.

§ 13.8 Third Party Beneficiaries

Cornerstone Land Company, LLC, CC Manatee Land Investments, LLC, and the County, 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.

§ 13.9 Public Records

Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Contractor agrees to comply with all such laws, and cooperate with the District in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Contractor shall promptly notify the District in the event that the Contractor receives a request for any such records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER, THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o KRISTEN SUIT, WRATHELL, HUNT & ASSOCIATES, LLC, SUITK@WHAASSOCIATES.COM (561) 571-0010.

§ 13.10 Public Entity Crimes

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

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

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 District whereupon this Contract may be terminated in whole or in part by the District for cause.

§ 13.11 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner whereupon this Contract may be terminated in whole or in part by the District for cause.

§ 13.12 Anti-Human Trafficking Statement

The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

§ 13.13 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.

§ 13.13 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 Cornerstone Land Company, LLC or CC Manatee Land Investments, LLC, 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.

§ 13.13 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.

§ 13.14 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 Paragraph 13.14:

- .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.**

§ 13.15 E-Verify

Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, 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 and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

§ 13.16 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 District.

§ 13.17 Compliance with Section 20.055, Florida Statutes.

Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

§ 13.18 Counterparts.

This Agreement may be executed in counterparts, a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Agreement, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or emailed PDF scanned version of this Agreement shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to this Agreement may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Section.

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

...

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

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~~§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Upon any termination of the Contract, the Contractor shall be entitled only to recover from the Owner payment for Work executed, subject to any offsets that the Owner may have.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:43:23 ET on 10/25/2024 under Order No. 2114572376 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



30435 Commerce Drive Unit 102 • San Antonio, FL 33576 • Phone: 844-347-0702 • Fax: 813-501-1432

Cornerstone Land Company

Print Date: 8-20-2024

Final Proposal for Coasterra Blvd Landscape and Irrigation

Trees

Items	Description	Qty/Unit	Unit Price	Price
Juniperus Virginiana 'Silicola' Southern Red Cedar 3" Cal.	Southern Red Cedar 3" Cal., 65 Gal., 10-12' Ht.	2 EA	\$550.00	\$1,100.00
Cupressus Arizonica Glabra 'Carolina Sapphire' Carolina Sapphire Cypress 2" Cal.	Carolina Sapphire Cypress 2" Cal., 30 Gal., 6' Ht. min.	261 EA	\$300.00	\$78,300.00
Elaeocarpus Decipiens Japanese Blueberry 2" Cal.	Japanese Blueberry 2" Cal., 30 Gal., 8' Ht. min.	275 EA	\$320.00	\$88,000.00
Handroanthus Heptaphyllus Pink Trumpet Tree 3" Cal.	Pink Trumpet Tree 3" Cal., 65 Gal., 10' Ht. min.	1 EA	\$790.00	\$790.00
Lagerstroemia Indica 'Tuscarora' Tuscarora Crape Myrtle 2.5" Cal.	Tuscarora Crape Myrtle 2.5" Cal., 15 Gal.	57 EA	\$400.00	\$22,800.00
Magnolia Grandiflora 'D.D. Blanchard' TM D.D. Blanchard Southern Magnolia 3" Cal.	D.D. Blanchard Magnolia 3" Cal., 45 Gal., 10-12' Ht.	3 EA	\$600.00	\$1,800.00

Items	Description	Qty/Unit	Unit Price	Price
Magnolia Grandiflora 'D.D. Blanchard' TM D.D. Blanchard Southern Magnolia 4" Cal.	D.D. Blanchard Magnolia 4" Cal., 65 Gal., 12-14' Ht.	45 EA	\$1,000.00	\$45,000.00
Pinus Elliotti Slash Pine 3" Cal.	Slash Pine 3" Cal., 65 Gal., 12-14' Ht.	32 EA	\$550.00	\$17,600.00
Quercus Virginiana Southern Live Oak 3" Cal.	Southern Live Oak 3" Cal., 65 Gal., 10-12' Ht.	260 EA	\$650.00	\$169,000.00
Quercus Virginiana Southern Live Oak 6" Cal.	Southern Live Oak 6" Cal., B&B, 18-20' Ht.	12 EA	\$1,700.00	\$20,400.00
Taxodium Distichum Bald Cypress 2" Cal.	Bald Cypress 2" Cal., 30 Gal., 8-10' Ht.	29 EA	\$250.00	\$7,250.00
Taxodium Distichum Bald Cypress 3" Cal.	Bald Cypress 3" Cal., 65 Gal., 10-12' Ht.	54 EA	\$450.00	\$24,300.00

Trees Total:

\$4 6,340.00

Palms

Items	Description	Qty/Unit	Unit Price	Price
Adonidia Merrillii Christmas Palm 10-12' OAH	Christmas Palm B&B, 10-12' OAH, Triple Trunk	4 EA	\$600.00	\$2,400.00
Bismarckia Nobilis Bismarck Palm 10-12' CT	Bismarck Palm B&B, 10-12' CT	45 EA	\$2,000.00	\$90,000.00
Phoenix Reclinata Senegal Date Palm	Existing Senegal Date Palm To be transplanted on-site.	9 EA	\$3,500.00	\$31,500.00
Livistona Nitida Nitida Palm 10' CT	Nitida Palm 10' CT	77 EA	\$1,800.00	\$138,600.00

Items	Description	Qty/Unit	Unit Price	Price
Sabal Palmetto Cabbage Palm 12-16' CT	Cabbage Palm B&B, 12-16' CT, Staggered	10 EA	\$290.00	\$2,900.00
Wodyetia Bifurcata Foxtail Palm 8-10' CT	Foxtail Palm B&B, 8-10' CT	16 EA	\$300.00	\$4,800.00

Palms Total: \$2 0,200.00

Shrubs

Items	Description	Qty/Unit	Unit Price	Price
Hamelia Patens 'Firepower' Firepower Firebush 7 Gal.	Firepower Firebush 7 Gal., 36" Ht. min.,	242 EA	\$36.00	\$8,712.00
Viburnum Odoratissimum Sweet Viburnum 3 Gal.	Sweet Viburnum 3 Gal., 24" Ht. min.	3,024 EA	\$14.00	\$42,336.00

Shrubs Total: \$51,048.00

Shrub Areas

Items	Description	Qty/Unit	Unit Price	Price
Agapanthus Africanus Lily of the Nile 3 Gal.	Lily of the Nile 3 Gal., 24" o.c.	1,196 EA	\$15.00	\$17,940.00
Carissa Macrocarpa 'Emerald Blanket' Emerald Blanket Natal Plum 3 Gal.	Emerald Blanket Natal Plum 3 Gal., 24" o.c.	982 EA	\$12.50	\$12,275.00
Ixora x 'Coral Malay' Coral Malay Dwarf Ixora 3 Gal.	Coral Malay Dwarf Ixora 3 Gal., 18" Ht. min., 30" o.c.	740 EA	\$13.00	\$9,620.00
Liriope Muscari 'Super Blue' Super Blue Lilyturf 1 Gal.	Super Blue Liriope 1 Gal., 12" Ht. min., 24" o.c.	7,075 EA	\$6.00	\$42,450.00

Items	Description	Qty/Unit	Unit Price	Price
Loropetalum Chinense Rubrum 'Peack' Purple Pixie Loropetalum 1 Gal.	Purple Pixie Loropetalum 1 Gal., 12" Ht. min., 30" o.c.	2,490 EA	\$15.00	\$37,350.00
Muhlenbergia Capillaris Pink Muhly Gal.	Pink Muhly 1 Gal., 24" o.c.	8,142 EA	\$6.00	\$48,852.00

Shrub Areas Total:

\$168,48 .00

Groundcovers

Items	Description	Qty/Unit	Unit Price	Price
Annuals Annuals	Annuals 12" o.c.	410 EA	\$6.00	\$2,460.00
Dietes Vegeta African Iris 1 Gal.	African Iris 1 Gal., 18" o.c.	2,097 EA	\$6.00	\$12,582.00
Evolvulus Glomeratus Blue Daze 1 Gal.	Blue Daze 1 Gal., 24" o.c.	1,398 EA	\$6.00	\$8,388.00
Ipomoea Batatas 'Margarita' Margarita Sweet Potato Vine 1 Gal.	Margarita Sweet Potato 1 Gal., 24" o.c.	2,224 EA	\$6.50	\$14,456.00
Ophiopogon Intermedius Aztec Grass 1 Gal.	Aztec Grass 1 Gal., 24" o.c.	2,620 EA	\$6.00	\$15,720.00
Spartina Bakeri Sand Cordgrass 1 Gal.	Sand Cordgrass 1 Gal., 18" o.c.	684 EA	\$6.00	\$4,104.00
Trachelospermu m Asiaticum 'Minima` Minima Jasmine 1 Gal.	Minima Jasmine 1 Gal., 12" o.c.	4,588 EA	\$6.00	\$27,528.00

Groundcovers Total:

\$85,238.00

Sod & Mulch

Items	Description	Qty/Unit	Unit Price	Price
Stenotaphrum Secundatum 'Floratum' St Augustine Sod		630,599 SF	\$0.58	\$365,747.42
Paspalum Notatum Bahia Sod		37,712 SF	\$0.50	\$18,856.00
Pine Bark Mini-Nuggets Pine Bark Mini-Nuggets		2,641 CY	\$58.00	\$153,178.00

Sod & Mulch Total:

\$53 , 81.42

General Conditions

Items	Description	Qty/Unit	Unit Price	Price
Landscape/Irrigation Design Fee Design Fees		1 LS	\$35,100.00	\$35,100.00
Tree Staking Tree Staking and Strapping		1,192 EA	\$30.00	\$35,760.00
Final Grading/Prep Final Grade	Return grade to plus or minus one tenth per foot free of weeds and debris.	1 LS	\$60,000.00	\$60,000.00

General Conditions Total:

\$130,860.00

Automatic Irrigation System

Items	Description	Qty/Unit	Unit Price	Price
Irrigation System Irrigation Equip	Installation of irrigation per irrigation design. 100% Completion of system.	1 LS	\$1,050,000.00	\$1,050,000.00
Temporary Irrigation Irrigation Equip	Installation of battery ops, solar timers and temporary irrigation lines to maintain landscape until irrigation system is fully functional and electrical has been established. Disconnect battery ops and install valves and re-route water to the main water source.	1 LS	\$80,000.00	\$80,000.00
Hoover Pump System Hoover Pump System	Furnish and Install 3 Hoover Pump Systems. To include 3 concrete pads.	1 LS	\$750,000.00	\$750,000.00

Items	Description	Qty/Unit	Unit Price	Price
Electric Service Electrical	Permit and installation of electrical services.	1 LS	\$60,000.00	\$60,000.00

Automatic Irrigation System Total:

\$1,940,000.00

Total Price: \$3,659,954.42

Terms and Conditions:

Insurance:

Contractor shall purchase and maintain insurance that will protect contractor from claims arising out of contractor operations under this Agreement, whether the operations are by contractor, or any of the contractor's consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Warranty:

The Contractor warrants its work and material against defects and guarantees its work for 90 (Ninety) days after the completion of the project. Acts of God and incidents of negligence by others excluded.

Site Conditions:

Owner/General Contractor to provide a plant-ready finished grade, a metered point of connection, and commercial power prior to landscape and irrigation installation.

Contractor to notify Owner of the identification of any hazardous materials or conditions present on the jobsite and proceed only pending the remediation of hazardous conditions by others

Pricing:

Due to dynamic and uncertain economic conditions, pricing on all services can only be guaranteed for 30 days from the date of the proposal's issuance.

Deposit:

A 30% material deposit is required upon notice to proceed.

Payment:

Final payment of the balance due shall be made to the Contractor no later than thirty (30) days after completion and acceptance of the contracted work. Accounts over 60 days past due will be subject to credit hold and services may be suspended. All past due amounts are subject to interest at 1.5% per month plus costs of collection including attorney fees if incurred.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS F

CERTIFICATE OF CLERK PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC:

**THE FOLLOWING PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA:**

CONDOMINIUM	
BOOK	PAGE(S)
SUBDIVISION	
BOOK	PAGE(S)
OWNER OF RECORD:	
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	COASTERRA PARKWAY
BOOK: 13	PAGE(S): 71 THRU 78

ANGELINA COLONNESO
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY: *Teresa Allred*
DEPUTY CLERK



Newport Isles Coasterra Parkway - Public Project w/Public Improvements
Final Lift of Asphalt

**AGREEMENT FOR PUBLIC SUBDIVISION
WITH PUBLIC IMPROVEMENTS
NEWPORT ISLES COASTERRA PARKWAY**

This Agreement is entered into as of January 14, 2025, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and Newport Isles Community Development District, a CDD (hereinafter, the "Developer").

RECITALS

WHEREAS, Developer owns property (hereinafter the "Property") in Manatee County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a **Residential** subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the "Code") adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as **Newport Isles Coasterra Parkway/PLN2310-0123**;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit "B-1" and Exhibit "B-2" attached hereto and incorporated herein by reference (hereinafter, the "Improvements"); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the "Code") to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit "C" attached hereto and incorporated herein by this reference (hereinafter, individually a "Performance Security", and

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
Final Lift of Asphalt

collectively the "Performance Securities"). and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN2310-0123 (hereinafter, the "Development Order"), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a "Defect Security", and collectively the "Defect Securities"). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings,

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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completion of, and correction of defects in, the improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III
AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2 Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Engineer

Newport Isles Sedgefield Blvd - Public Project w/Public Improvements
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Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: Newport Isles Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Facsimile: (000)000-0000

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
Final Lift of Asphalt

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of physical presence or online notarization this 14 day of January 2025 by Charlie Bishop (County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ N/A as identification.



[Notary Seal/Stamp]

Leslie E. Silverstein

Notary Public Signature
Leslie E. Silverstein

Printed Name

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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(DEVELOPER)

igned, sealed and delivered in the presence
of Witnesses:

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT
a _____

[Signature]
Print name: Kaldin Warfield

By: [Signature]
Print Name: SUSAN K. COLLINS
as its: BOARD CHAIR

[Signature]
Print name: Mandis Emerson

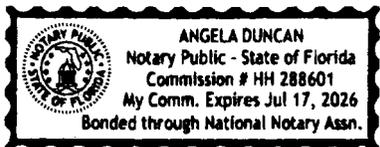
2300 GLADES ROAD, SUITE 410W
Postal Address
BOLA RATON FL 33431
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FL
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10 day of Jan, 2025, by Susan Collins as _____ [name and title of signatory] of _____ [name of company signing], a _____ [state of formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is personally known to me or has produced FL DL as identification.

[Signature]
NOTARY PUBLIC Signature
Angela Duncan
Printed Name



Newport Isles Coasterra Parkway - Public Project w/Public Improvements
Final Lift of Asphalt

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
Final Lift of Asphalt

EXHIBIT "B-1"
IMPROVEMENTS

	Improvement	Estimated Cost
1	Final Lift of Asphalt	\$739,984.39
2		\$
3		\$
4		\$
5		\$

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT

Newport Isles Coasterra Parkway - Public Project w/Public Improvements
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EXHIBIT "C"
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Letter of Credit No. 2024-39 issued through Seacoast National Bank	\$739,984.39
2		\$
3		\$
4		\$
5		\$

APPROVED in Open Session
1/14/25
Manatee County Board of Commissioners



#7

January 14, 2025 – Land Use Meeting

Subject

Approval of Final Plat Coasterra Parkway PLN2310-0123, Quasi-Judicial, Natalie Chiapusio, Planner I, - District 1

A final roadway plat generally located on the north side of Buckeye Road and east of Grass Farm Road, Palmetto (Manatee County)

Category

PRESENTATION SCHEDULED

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Natalie Chiapusio, Planner I, natalie.chiapusio@mymanatee.org, 941-748-4501 ext. 6839

Action Requested

1. Execute and Record Final Plat;
2. Authorize the County Administrator to accept, execute, and record Agreement for Public Subdivision with Public Improvements for Newport Isles Coasterra Parkway;
3. Authorize the County Administrator to accept and execute a Letter of Credit for Performance of Required Improvements, Newport Isles Coasterra Parkway, Letter of Credit No. 2024-39 issued through Seacoast National Bank for \$739,984.39.

Enabling/Regulating Authority

Manatee County Land Development Code Ordinance 15-17, as amended; Manatee County Comprehensive Plan, Future Land Use Element Goal 2.4, adequate public facilities in all developed or developing areas. The project has been issued a Certificate of Level of Service for Traffic Circulation, mass transit, drainage, solid waste, parks, potable water, sanitary sewer, school facilities. Objective 2.4.2 Concurrency CLOS-21-069.

Background Discussion

- Roadway Plat
- Location: North side of Buckeye Road and east of Grass Farm Road.
- The Developer has posted a Letter of Credit for performance of required for the final lift of asphalt.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records [emailed on:1/22/25](#)

Please send the Plat Book and Page numbers to: natalie.chiapusio@mymanatee.org

Please send the Plat Book and Page numbers to: brian.bellino@mymanatee.org

Please send the Plat Book and Page numbers to: nbradshaw@wraengineering.com

Please send the Plat Book and Page numbers to: charles.meador@mymanatee.org

Please Record all financial agreements associated with this plat per Ordinance-14-02

Please include recording receipt for each separate agreement

Please Notify Fiscal Management Division, Bond Coordinator, when original agreements and securities are ready for pick up: brandy.wilkins@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



January 14, 2025 - Land Use Meeting

Subject

Updates to Agenda - January 13, 2025

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

N/A

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates dated for January 13, 2025, for the meeting of January 14, 2025:

ADVERTISED PUBLIC HEARINGS (Presentations Upon Request)

Financial Management

Item 17. Adoption of Resolution R-25-003, regarding the Infrastructure Sales Tax to add one project and remove one project to the Parks and Community Facilities

Category - Environmental Preserves and Boat Ramps; and Adoption of Budget Amendment Resolution B-25-027– Moved from Consent to Presentation Upon Request.

ADVERTISED PUBLIC HEARINGS (Presentations Scheduled)

Development Services

**Item 6. Approval of Final Plat Saltmeadows Phase IIB - PDR-08-03/24-S-46(F)-
PLN2405-0042, Quasi-Judicial, Natalie Chiapusio, Planner I, - District 1 – Public
Comment – See attached.**

**Item 7. Approval of Final Plat Coasterra Parkway - PDMU-21-20/24-S-09(F) -
PLN2310-0123, Quasi-Judicial, Natalie Chiapusio, Planner I, - District 1 – updated
cover sheet in Strikethrough/underline format and added Legal attachment #2.**

**Item 12. PDMU-18-11(Z)(G) – Riverfront PDMU – RFT Holdings, LLC, and Canal Road
Investments, LLC – PLN2407-0076, Quasi-Judicial, CJ Mills, Planner I - District 1 –
Public Comment – See attached.**

**N. CITIZEN COMMENTS (Consideration for Future Agenda Items) - Moved after
Commissioner Agenda Items.**

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Take note of the changes and/or appropriate actions

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

PLAT RECORDING FEES

DOCUMENT	NUMBER OF SHEETS	RECORDING FEE	TOTAL
FINAL Roadway PLAT - Mylars	8	\$135.00	

Document Name	Total Pages	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
REQUIRED Public IMPROVEMENT AGREEMENT	13	\$112.00

MAKE CHECK PAYABLE TO "MANATEE COUNTY CLERK OF COURT" \$247.00

**VICKIE / ROBIN - PLEASE REVIEW DRAFT FEES BEFORE I GIVE AMOUNT TO APPLICANT.
PLEASE EMAIL ME WITH CONFIRMATION - THANKS, NATALIE**



January 14, 2025 - Land Use Meeting

Subject

Approval of Final Plat Coasterra Parkway - PDMU-21-20/24-S-09(F) - PLN2310-0123, Quasi-Judicial, Natalie Chiapusio, Planner I, - District 1

A final roadway plat generally located on the north side of Buckeye Road and east of Grass Farm Road, Palmetto (Manatee County)

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Natalie Chiapusio, Planner I, natalie.chiapusio@mymanatee.org, 941-748-4501 ext. 6839

Action Requested

1. Execute and Record Final Plat;

Enabling/Regulating Authority

Manatee County Land Development Code Ordinance 15-17, as amended; Manatee County Comprehensive Plan, Future Land Use Element Goal 2.4, adequate public facilities in all developed or developing areas. The project has been issued a Certificate of Level of Service for Traffic Circulation, mass transit, drainage, solid waste, parks, potable water, sanitary sewer, school facilities. Objective 2.4.2 Concurrency CLOS-21-069.

Applicable Advisory Board

Background Discussion

- Roadway Plat
- Location: North side of Buckeye Road and east of Grass Farm Road.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please send the Plat Book and Page numbers to: natalie.chiapusio@mymanatee.org
Please send the Plat Book and Page numbers to: brian.bellino@mymanatee.org
Please send the Plat Book and Page numbers to: nbradshaw@wraengineering.com
Please send the Plat Book and Page numbers to: charles.meador@mymanatee.org
Please Record all financial agreements associated with this plat per Ordinance-14-02

Please include recording receipt for each separate agreement
Please Notify Fiscal Management Division, Bond Coordinator, when original agreements
and securities are ready for pick up: brandy.wilkins@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



Building and Development Services Department
1112 Manatee Ave West, Suite 408
Bradenton, FL 34205
Phone: (941) 749-3012
ReviewerOnCall@mymanatee.org
www.mymanatee.org

Form D1 - Affidavit of Ownership/Agent Authorization Form

Property Owner (Company or Individual): CC MANATEE DEVELOPMENT LLC

Mailing Address: 1901 Ulmerton Rd 475, Clearwater FL, 33762

Officer's Name and Title: R. Tom Chapman / Title Manager

Being first duly sworn, depose(s) and say(s):

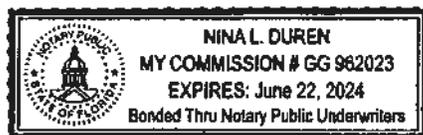
- 1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: See Attached
2. That this property constitutes the property for which a request for (Type of Application Approval Requested): is Final Plat being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint Clint Cuffle, P.E., WRA, LLC as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct sign to add more owner names).

[Handwritten signature of R. Tom Chapman] owner

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 30th day of October (month) 2023 (year), by R. Tom Chapman (name of person acknowledging) who is personally known to me or who has produced (type of identification) as identification.



[Handwritten signature of Nina L. Duren]

Signature of Notary Public - State of Florida
(Print, Type or Stamp Commissioned Name
Of Notary Public to the Left of Signature)

PARCEL B: BEG AT THE NE COR OF SEC 3-33S-18E, TH RUN S 01 DEG 00 MIN 2S SEC W ALG THE E LN OF SD SEC 3, A DIST OF 700.68 FT; TH S 88 DEG 55 MIN 52 SEC W, A DIST OF 5036.79 FT; TH N 00 DEG 39 MIN 39 SEC E, ALG THE W LN OF SD SEC 3, A DIST OF 700.54 FT; TH N 88 DEG 55 MIN 52 SEC E ALG THE N LN OF SD SEC 3, A DIST OF 5041.02 FT TO THE POB (O.R. 1915/4101) PI#5899.0015/9

PROPERTY INFORMATION REPORT

Order No.: 11842504
Customer Reference Number Coasterra Roadway

Addressee:
Bacon, Bacon & Furlong, P.A.
2959 First Avenue North
St. Petersburg, FL 33713
727-327-3935
727-323-4936

Commonwealth Land Title Insurance Company has caused to be made a search of the Public Records of Manatee County, Florida, ("Public Records"), from 06/20/1994, through 06/20/2024 11:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

A PARCEL OF LAND LYING AND BEING IN SECTION 3 AND SECTION 10, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10, THENCE N 89°03'19" W, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 1357.81' TO THE POINT OF BEGINNING; THENCE S 01°16'45" W A DISTANCE OF 815.69'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 119.48', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF S 44°21'38" E, WITH A CHORD LENGTH OF 107.24', WITH A DELTA ANGLE OF 91°16'45"; THENCE N 90°00'00" E A DISTANCE OF 15.64'; THENCE S 00°00'00" W A DISTANCE OF 84.00'; THENCE N 90°00'00" W A DISTANCE OF 20.86'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 116.14', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF S 45°38'22" W, WITH A CHORD LENGTH OF 104.88', WITH A DELTA ANGLE OF 88°43'15"; THENCE S 01°16'45" W A DISTANCE OF 188.40'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 621.91', WITH A RADIUS OF 606.00', WITH A CHORD BEARING OF S 30°40'45" W, WITH A CHORD LENGTH OF 594.98', WITH A DELTA ANGLE OF 58°48'01"; THENCE S 60°04'46" W A DISTANCE OF 469.99'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 507.43', WITH A RADIUS OF 486.00', WITH A CHORD BEARING OF S 30°10'05" W, WITH A CHORD LENGTH OF 484.70', WITH A DELTA ANGLE OF 59°49'22"; THENCE S 00°15'24" W A DISTANCE OF 189.44'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 78.54', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 44°44'44" E, WITH A CHORD LENGTH OF 70.71', WITH A DELTA ANGLE OF 90°00'16", TO THE NORTH MAINTAIN RIGHT OF WAY LINE OF BUCKEY ROAD, AS RECORDED IN ROAD PLAT BOOK 5, PAGE 1-82, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 89°44'52" W, ALONG SAID NORTH MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 220.00'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 78.54', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF N 45°15'16" E, WITH A CHORD LENGTH OF 70.71', WITH A DELTA ANGLE OF 89°59'44"; THENCE N 00°15'24" E A DISTANCE OF 189.46'; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 632.73', WITH A RADIUS OF 606.00', WITH A CHORD BEARING OF N 30°10'05" E, WITH A CHORD LENGTH OF 604.38', WITH A DELTA ANGLE OF 59°49'22"; THENCE N 60°04'46" E A DISTANCE OF 469.99'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 498.76', WITH A RADIUS OF 486.00', WITH A CHORD BEARING OF N 30°40'45" E, WITH A CHORD LENGTH OF 477.16', WITH A DELTA ANGLE OF 58°48'01"; THENCE N 01°16'45" E A DISTANCE OF 182.37'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 110.95', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF N 41°06'04" W, WITH A CHORD LENGTH OF 101.11', WITH A DELTA ANGLE OF 84°45'38"; THENCE N 83°28'53" W A DISTANCE OF 154.02'; THENCE N 00°00'04" W A DISTANCE OF 50.00'; THENCE N 83°41'42" E A DISTANCE OF 158.93'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 107.88', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF N 42°29'13" E, WITH A CHORD LENGTH OF 98.82', WITH A DELTA ANGLE OF 82°24'58"; THENCE N 01°16'45" E A DISTANCE OF 1233.06'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 99.30', WITH A RADIUS OF 60.00', WITH A CHORD BEARING OF N 46°08'04" W, WITH A CHORD LENGTH OF 88.35', WITH A DELTA ANGLE OF 94°49'36"; THENCE S 86°27'08" W A DISTANCE OF 47.46'; THENCE N 03°32'52" W A DISTANCE OF 84.00'; THENCE N 86°27'08" E A DISTANCE OF 35.66'; THENCE WITH A

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The following liens against the said real property recorded in the aforesaid Public Records have been found:

NO LIENS FOUND.

NOTE: 2023 Real Property Taxes in the gross amount of \$14,748.65 are paid. Homestead Exemption: NO. Tax I.D. 589900209.

OTHER MATTERS:

1. Oil and mineral reservation (1/16h interest) in favor of Gilbert E. Johnson and Dorothy W. Johnson, his wife, as set forth in the Warranty Deed recorded in Deed Book 314, Page 475.
2. Moccasin Wallow Consortium Wastewater Participation Agreement (Main Branch) recorded in Official Records Book 2221, Page 3744, as affected by Notices of Fulfillment of Participating Developer's Financial Obligations recorded in Official Records Book 2261, Page 4263 and Official Records Book 2261, Page 4266.
3. Wastewater Participation Agreement Moccasin Wallow Consortium (Main Branch-Partial Oversizing) recorded in Official Records Book 2221, Page 4045.
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8. Temporary Construction Easement recorded in Official Records Instrument No. 202241132446.

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This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Commonwealth Land Title Insurance Company

Alexander R. Gardner

Alex Gardner - Alex.Gardner@fnf.com



Form D-4 - Level of Service Concurrency Reservation Application

Project Name: Newport Isles Blvd
Proposed Land Use: Roadway

List previous approvals:

Parent Project File # PLN2108-0176 CLOS # 23-032 Expiration Date: 7/7/2026

Please indicate number(s) for appropriate items:

# dwelling units Click here	# hotel rooms Click here	# parking spaces Click here
# RV pads Click here	# berths Click here	# beds Click here
square feet of building Click here	acres of parcel 11.45	
If church, # seats/pews Click here	square feet of building Click here	
If school/day care, # classrooms Click here	# students Click here	

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or Final Development Approval. If this application form is not signed by the property owner(s), a notarized Affidavit of Ownership/Agent Authorization (see Form D1) must be submitted with the application.



Signature of Property Owner or Applicant

Clint Cuffle, PE, Principal

Printed Name

2/16/2024

Date



Building and Development Services Department
1112 Manatee Ave West, Suite 408
Bradenton, FL 34205
Phone: (941) 749-3012
ReviewerOnCall@mymanatee.org
www.mymanatee.org

Form D1 - Affidavit of Ownership/Agent Authorization Form

Property Owner (Company or Individual): CC MANATEE DEVELOPMENT LLC

Mailing Address: 1901 Ulmerton Rd 475, Clearwater FL, 33762

Officer's Name and Title: R. Tom Chapman / Title Manager

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: **See Attached**
2. That this property constitutes the property for which a request for (Type of Application Approval Requested): is **Final Plat** being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint **Clint Cuffle, P.E., WRA, LLC** as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct sign to add more owner names).

R. Tom Chapman owner

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of October (month), 2023 (year), by R. Tom Chapman (name of person acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification.



Nina L Duren

Signature of Notary Public – State of Florida
(Print, Type or Stamp Commissioned Name
Of Notary Public to the Left of Signature)

PARCEL B: BEG AT THE NE COR OF SEC 3-33S-18E, TH RUN S 01 DEG 00 MIN 2S SEC W ALG THE E LN OF SD SEC 3, A DIST OF 700.68 FT; TH S 88 DEG 55 MIN 52 SEC W, A DIST OF 5036.79 FT; TH N 00 DEG 39 MIN 39 SEC E, ALG THE W LN OF SD SEC 3, A DIST OF 700.54 FT; TH N 88 DEG 55 MIN 52 SEC E ALG THE N LN OF SD SEC 3, A DIST OF 5041.02 FT TO THE POB (O.R. 1915/4101) PI#5899.0015/9

PROPERTY INFORMATION REPORT

Order No.: 11842504
Customer Reference Number Coasterra Roadway

Addressee:
Bacon, Bacon & Furlong, P.A.
2959 First Avenue North
St. Petersburg, FL 33713
727-327-3935
727-323-4936

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Commonwealth Land Title Insurance Company

Alexander R. Gardner

Alex Gardner - Alex.Gardner@fnf.com



Building and Development Services Department
 1112 Manatee Ave West, Suite 408
 Bradenton, FL 34205
 Phone: (941) 749-3012
 ReviewerOnCall@mymanatee.org
www.mymanatee.org

Form D-4 - Level of Service Concurrency Reservation Application

Project Name: Newport Isles Blvd
 Proposed Land Use: Roadway

List previous approvals:

Parent Project File # PLN2108-0176 CLOS # 23-032 Expiration Date: 7/7/2026

Please indicate number(s) for appropriate items:

# dwelling units Click here	# hotel rooms Click here	# parking spaces Click here
# RV pads Click here	# berths Click here	# beds Click here
square feet of building Click here	acres of parcel 11.45	
If church, # seats/pews Click here	square feet of building Click here	
If school/day care, # classrooms Click here	# students Click here	

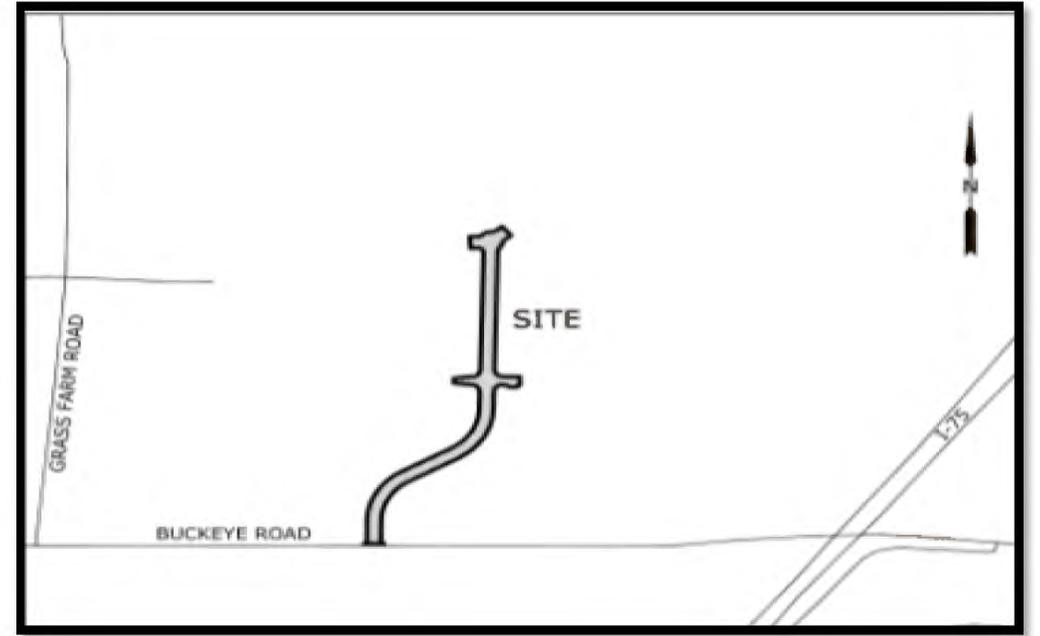
I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or Final Development Approval. If this application form is not signed by the property owner(s), a notarized Affidavit of Ownership/Agent Authorization (see Form D1) must be submitted with the application.

	Clint Cuffle, PE, Principal	2/16/2024
_____ Signature of Property Owner or Applicant	_____ Printed Name	_____ Date

Coasterra Parkway Roadway Final Plat

Natalie Chiapusio, Planner I
Board of County Commissioners
January 14, 2025





Request: Record Coasterra Parkway Roadway Plat

Location: North side of Buckeye Road and east of Grass Farm Road, Palmetto (District 1)

Coasterra Parkway Roadway Final Plat

- Board of County Commissioners
approved Resolutions
- **New Port Isles Gateway Master Plan PDMU-10-01(G)/Res. 10-042**
– March 30, 2010
- **Sweetwater Gateway Master Plan PDMU-10-02(G) /Res. 10-043**
– June 3, 2010



Coasterra Parkway Roadway Final Plat

■ Administrative Approvals

- Preliminary Site Plan – PSP-21-163 – approved July 27, 2023
 - Final Site Plan and Construction Plan set – FSP-23-81 - approved May 9, 2024
-
- Plat complies with all the requirements of Chapter 177, Part 1 of the Florida State Statutes.



NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 1,375,576	\$ -	\$ -	\$ 1,375,576
Investments				
Revenue	-	3,075	-	3,075
Reserve	-	646,123	-	646,123
Capitalized interest	-	358,037	-	358,037
Cost of issuance	-	25,400	-	25,400
Due from Landowner	4,408	-	28,485	32,893
Due from general fund	-	-	1,369,082	1,369,082
Total assets	<u>\$ 1,379,984</u>	<u>\$ 1,032,635</u>	<u>\$ 1,397,567</u>	<u>\$ 3,810,186</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 4,150	\$ -	\$ -	\$ 4,150
Contracts payable	-	-	1,397,567	1,397,567
Retainage payable	-	-	862,588	862,588
Due to Landowner	-	10,459	12,828,396	12,838,855
Due to other	649	-	-	649
Due to capital projects fund	1,369,082	-	-	1,369,082
Accrued wages payable	200	-	-	200
Accrued taxes payable	15	-	-	15
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>1,380,096</u>	<u>10,459</u>	<u>15,088,551</u>	<u>16,479,106</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred revenue	4,408	-	28,486	32,894
Total deferred inflows of resources	<u>4,408</u>	<u>-</u>	<u>28,486</u>	<u>32,894</u>
Fund balances:				
Restricted for:				
Debt service	-	1,022,176	-	1,022,176
Capital projects	-	-	(13,719,470)	(13,719,470)
Unassigned	(4,520)	-	-	(4,520)
Total fund balances	<u>(4,520)</u>	<u>1,022,176</u>	<u>(13,719,470)</u>	<u>(12,701,814)</u>
Total liabilities and fund balances	<u>\$ 1,379,984</u>	<u>\$ 1,032,635</u>	<u>\$ 1,397,567</u>	<u>\$ 3,810,186</u>

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 41,632	\$ 2,839,461	1%
Total revenues	<u>-</u>	<u>41,632</u>	<u>2,839,461</u>	<u>1%</u>
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	7,536	0%
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	-	13,228	25,000	53%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	250	1,000	25%
Debt service fund accounting: 1st series*	-	-	7,500	0%
Trustee*	-	-	5,500	0%
Telephone	17	83	200	42%
Postage	9	151	500	30%
Printing & binding	42	208	500	42%
Legal advertising	111	2,300	1,500	153%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	112	617	500	123%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,374</u>	<u>42,420</u>	<u>112,626</u>	<u>38%</u>
Field operations				
Operations (common)				
Management	-	-	14,400	0%
Staffing	-	-	213,941	0%
Stormwater Management				
Maint Contract -Wet Ponds	-	-	93,276	0%
Wetland Area Maint.	-	-	10,233	0%
Monitoring /reporting/supp. planting	-	-	9,000	0%
Lake Bank Mowing	-	-	131,934	0%
Main & neighborhood entries				
Repair/Maint/Pres Wash	-	-	7,500	0%
Electricity	-	-	3,500	0%
Holiday Decorating	-	-	15,000	0%
Landscape maint. exterior buffers, entires and road right of way on boulevard				
Maint Contract	-	-	683,280	0%
Plant Replacement	-	-	25,000	0%
Irrigation Sprinkler Repairs	-	-	7,500	0%
Irrigation supply- community wide				

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Irrigation System Management	-	-	20,000	0%
Irrigation Water Supply Electric	-	-	48,000	0%
Irrigation Pump Repairs and Maintenance	-	-	11,100	0%
Streetlighting	-	-	360,000	0%
Roadway Maint.	-	-	20,000	0%
Contingencies	-	-	50,000	0%
Total Professional and Common Ops	-	-	1,723,664	0%
I-75 Park (plus jogging trail)				
Parking Lot Lighting	-	-	10,800	0%
Recreational Facilities Lighting	-	-	25,000	0%
Landscape Maint.	-	-	175,000	0%
Plant replacement	-	-	10,000	0%
Irrigation repairs	-	-	7,500	0%
Repairs/Maint.	-	-	10,000	0%
Walking Path and Jogging Trail	-	-	15,000	0%
Water/Sewer	-	-	3,000	0%
Supplies	-	-	5,000	0%
Contingencies	-	-	15,000	0%
Total I-75 Park	-	-	276,300	0%
Master Amenity Complex				
Management	-	-	350,371	0%
Landscape Maint.	-	-	100,000	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Pool Maint. Contract	-	-	9,000	0%
Repairs/Maint.	-	-	6,000	0%
Electricity	-	-	30,000	0%
Insurance	-	-	12,000	0%
Water/Sewer	-	-	7,500	0%
Security Monitoring	-	-	3,000	0%
Pest Control	-	-	2,500	0%
Permits/Licenses	-	-	1,500	0%
Supplies	-	-	30,000	0%
Contingencies	-	-	25,000	0%
Neighborhood Pool Pavillions (2)				
Landscape Maint.	-	-	60,000	0%
Plant replacement	-	-	4,000	0%
Irrigation repairs	-	-	2,000	0%
Pool Maint. Contract	-	-	9,000	0%
Repairs/Maint.	-	-	6,000	0%
Electricity	-	-	15,000	0%
Insurance	-	-	7,000	0%
Water/Sewer	-	-	6,000	0%

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
Janitorial	-	-	10,000	0%
Security Monitoring	-	-	3,000	0%
Pest Control	-	-	2,000	0%
Permits/Licenses	-	-	3,000	0%
Supplies	-	-	5,000	0%
Contingencies	-	-	10,000	0%
Total master Amenity and Neighborhood Pool Pavillions	-	-	726,871	0%
Total field operations	-	-	2,726,835	0%
Total expenditures	4,374	42,420	2,839,461	1%
Excess/(deficiency) of revenues over/(under) expenditures	(4,374)	(788)	-	
Fund balances - beginning	(146)	(3,732)	-	
Fund balances - ending	<u>\$ (4,520)</u>	<u>\$ (4,520)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued.

**These items will be realized the year after the issuance of bonds.

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Interest	3,422	4,772
Total revenues	3,422	4,772
EXPENDITURES		
Cost of issuance	-	225,771
Underwriter's discount	-	390,000
Total debt service	-	615,771
Excess/(deficiency) of revenues over/(under) expenditures	3,422	(610,999)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,641,880
Net premium	-	1,651
Total other financing sources	-	1,643,531
Net change in fund balances	3,422	1,032,532
Fund balances - beginning	1,018,754	(10,356)
Fund balances - ending	\$ 1,022,176	\$ 1,022,176

**NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ 1,369,082	\$ 2,474,174
Total revenues	1,369,082	2,474,174
EXPENDITURES		
Construction costs	1,276,902	5,016,427
Total expenditures	1,276,902	5,016,427
Excess/(deficiency) of revenues over/(under) expenditures	92,180	(2,542,253)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	17,858,120
Total other financing sources/(uses)	-	17,858,120
Net change in fund balances	92,180	15,315,867
Fund balances - beginning	(13,811,650)	(29,035,337)
Fund balances - ending	\$ (13,719,470)	\$ (13,719,470)

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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DRAFT

**MINUTES OF MEETING
NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Newport Isles Community Development District held a Public Hearing and Regular Meeting on August 19, 2024 at 10:00 a.m., at WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201.

Present at the meeting were:

Susan Collins	Chair
Richard James	Vice Chair
Jake Essman	Assistant Secretary
Charlie Peterson	Assistant Secretary

Also present:

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Clint Cuffle (via telephone)	District Engineer
Rhonda Mossing (via telephone)	MBS Capital Markets, LLC
David Berner	Southeast Land Consultants
Ashton Bligh (via telephone)	Underwriter’s Counsel
Misty Taylor (via telephone)	Bond Counsel
Tom Chapman	Landowner

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 10:01 a.m.
Supervisors Collins, Essman, James and Peterson were present. Supervisor Fischer was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.
▪ **Acceptance of Resignation of Clif Fischer from Seat 4**
This item was an addition to the agenda.

40 Ms. Suit presented Mr. Fischer’s resignation.

41

42 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
43 **the resignation of Mr. Clif Fischer from Seat 4, was accepted.**

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46 Appointment of someone to fill Seat 4 will be considered at the next meeting.

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48 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

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51 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
52 **the Public Hearing was opened.**

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55 **A. Affidavit/Proof of Publication**

56 The affidavit of publication was included for informational purposes.

57 **B. Consideration of Resolution 2024-13, Relating to the Annual Appropriations and**
58 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending**
59 **September 30, 2025; Authorizing Budget Amendments; and Providing an Effective**
60 **Date**

61 Ms. Suit presented Resolution 2024-13. She reviewed the proposed Fiscal Year 2025
62 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024
63 budget, and explained the reasons for any changes.

64 No affected property owners or members of the public spoke.

65

66 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
67 **the Public Hearing was closed.**

68

69 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
70 **Resolution 2024-13, Relating to the Annual Appropriations and Adopting the**
71 **Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September**
72 **30, 2025; Authorizing Budget Amendments; and Providing an Effective Date,**
73 **was adopted.**

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FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-14, Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-14.

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On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, Resolution 2024-14, Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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FIFTH ORDER OF BUSINESS

Consideration of Financing Matters

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A. Presentation of First Supplemental Engineer’s Report

Mr. Cuffle presented the First Supplemental Engineer’s Report.

Discussion ensued regarding the Esplanade section, what areas will be included for the purposes of this bond issuance, legal descriptions, what areas will be assessed, platting the parcels, etc.

Mr. Earlywine stated that the First Supplemental Engineer’s Report contains all the findings needed, including that the assessable property within Series 2024 Assessment Area will receive a special benefit from at least equal to or more than the costs of the Series 2024 Project.

108

On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, the First Supplemental Engineer’s Report, in substantial form+, was approved.

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113 **B. Presentation of Supplemental Assessment Methodology Report - Phase 1**

114 Ms. Suit presented the Supplemental Assessment Methodology Report for Phase 1 and
115 highlighted the following:

116 ➤ The District intends to issue Special Assessment Revenue Bonds, Series 2024 in the
117 estimated principal amount of \$17,645,000 to fund the Phase 1 Project in the estimated
118 amount of \$15,872,937.50.

119 ➤ Phase 1 will consist of 921 units.

120 Ms. Suit reviewed the Tables in the Methodology Report

121 Mr. Earlywine stated that the Supplemental Assessment Methodology Report for Phase
122 1 contains all the necessary findings needed in order to proceed and provides that there is
123 sufficient benefit from the project to justify the assessments and that the assessments are fairly
124 and reasonably allocated.

125

126 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
127 **the Supplemental Assessment Methodology Report - Phase 1, in substantial**
128 **form, was approved.**

129

130

131 **C. Consideration of Resolution 2024-09, Authorizing the Issuance of Not to Exceed**
132 **\$25,000,000 Aggregate Principal Amount of Newport Isles Community Development**
133 **District Special Assessment Revenue Bonds, in One or More Series (the “Series 2024**
134 **Bonds”); Approving the Form of and Authorizing the Execution and Delivery of a First**
135 **Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024**
136 **Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the**
137 **Execution and Delivery of a Bond Purchase Agreement with Respect to the Series 2024**
138 **Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein**
139 **Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and**
140 **Authorizing the Distribution of a Preliminary Limited Offering Memorandum and Its**
141 **Use by the Underwriter in Connection with the Offering for Sale of the Series 2024**
142 **Bonds and Approving the Execution and Delivery of a Final Limited Offering**
143 **Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure**

144 **Agreement and the Appointment of a Dissemination Agent; Providing for the**
145 **Application of Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All**
146 **Things Deemed Necessary In Connection with the Issuance, Sale and Delivery of the**
147 **Series 2024 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing**
148 **for the Registration of the Series 2024 Bonds Pursuant to the DTC Book-Entry System;**
149 **Determining Certain Details with Respect to the Series 2024 Bonds; and Providing an**
150 **Effective Date**

151 Ms. Taylor presented Resolution 2024-09, known as the Delegation Award Resolution,
152 accomplishes the following:

- 153 ➤ This Resolution supplements the Master Resolution.
- 154 ➤ Authorizes this specific series of bonds, in this case, the Series 2024 bonds.
- 155 ➤ Authorizes not-to-exceed \$25,000,000 of bonds.
- 156 ➤ Approves various forms of documents necessary for closing on the bonds, including the
157 First Supplemental Trust Indenture, Bond Purchase Agreement, Preliminary Limited Offering
158 Memorandum and the Continuing Disclosure Agreement.
- 159 ➤ Makes findings required by State law in order to sell the bonds pursuant to a negotiated
160 sale.
- 161 ➤ Appoints MBS Capital Markets as the Underwriter of the bonds
- 162 ➤ Approves other documents, in substantial form, subject to changes, such that those
163 changes can be approved by the Chair.
- 164 ➤ Delegates authority to the Chair and Vice Chair to execute the Bond Purchase
165 Agreement, subject to the pricing being within the parameters set forth in this Section 5 of
166 Resolution 2024-09.
- 167 ➤ Appoints the Trustee.
- 168 ➤ Authorizes further changes to the Engineer's Report and the Assessment Methodology
169 Reports.

170 Mr. Earlywine stated that all the documents are being approved in substantial form.

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On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, Resolution 2024-09, Authorizing the Issuance of Not to Exceed \$25,000,000 Aggregate Principal Amount of Newport Isles Community Development District Special Assessment Revenue Bonds, in One or More Series (the “Series 2024 Bonds”); Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Appointing an Underwriter; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Agreement with Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein Pursuant to the Parameters Set Forth in this Resolution; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds and Approving the Execution and Delivery of a Final Limited Offering Memorandum; Authorizing the Execution and Delivery of a Continuing Disclosure Agreement and the Appointment of a Dissemination Agent; Providing for the Application of Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary In Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Appointing a Trustee, Bond Registrar and Paying Agent; Providing for the Registration of the Series 2024 Bonds Pursuant to the DTC Book-Entry System; Determining Certain Details with Respect to the Series 2024 Bonds; and Providing an Effective Date, was adopted.

- D. Consideration of Resolution 2024-10, Setting Forth the Specific Terms of the District’s Special Assessment Bonds, Series 2024; Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date**

Mr. Earlywine presented Resolution 2024-10, which is specific to Assessment Area One. It delegates authority to Staff to update the Assessment Methodology Report and other documents in connection with the pricing for the issuance of the bonds.

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On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, Resolution 2024-10, Setting Forth the Specific Terms of the District’s Special Assessment Bonds, Series 2024; Making Certain Additional Findings and Confirming and/or Adopting an Engineer’s Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

E. Consideration of Forms of Issuer’s Counsel Documents

Mr. Earlywine presented the following Issuer’s Counsel documents and explained the purpose of each:

I. Collateral Assignment Agreements

- a. Meritage Homes of Florida Area**
- b. M/I Homes of Florida Area**
- c. Weekly Homes Area**
- d. Taylor Morrison Esplanade Area**
- e. Taylor Morrison Traditional Area**

II. Completion Agreement

III. Declarations of Consent

- a. CC Manatee Land investments, LLC**
- b. Taylor Morrison of Florida, Inc.**

It was noted that there will be a total of five Declarations of Consent.

IV. Disclosure of Public Finance

V. Notice of Special Assessments

VI. True Up Agreements

- a. Meritage Homes of Florida Area**
- b. M/I Homes of Florida Area**
- c. Weekly Homes Area**

The following change will be made:

242 Where necessary: Change “Weekley” to “Weekly”

243 d. Taylor Morrison Esplanade Area

244 e. Taylor Morrison Traditional Area

245 Mr. Earlywine noted that there might be additional Agreements and documents, as
246 things become finalized.

247

248 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
249 **the Collateral Assignment Agreements, Completion Agreement, Declarations of**
250 **Consent, Disclosure of Public Finance, Notice of Special Assessments and True**
251 **Up Agreements, all in substantial form, were approved.**

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254 **SIXTH ORDER OF BUSINESS**

**Consideration of Presentation of Audited
Annual Financial Report for the Fiscal Year
Ended September 30, 2023, Prepared by
Grau & Associates**

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259 Ms. Suit presented the Audited Annual Financial Report for the Fiscal Year Ended
260 September 30, 2023 and noted the pertinent information. There were no findings,
261 recommendations, deficiencies on internal control or instances of non-compliance; it was a
262 clean audit.

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264 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-11,
Hereby Accepting the Audited Annual
Financial Report for the Fiscal Year Ended
September 30, 2023**

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269 Ms. Suit presented Resolution 2024-11.

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271 **On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor,**
272 **Resolution 2024-11, Hereby Accepting the Audited Annual Financial Report for**
273 **the Fiscal Year Ended September 30, 2023, was adopted.**

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276 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-12,
Directing the Chairman and District Staff to
Request the Passage of an Ordinance by**

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the Board of County Commissioners of Manatee County, Florida, Amending the District’s Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date

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Mr. Earlywine presented Resolution 2024-12. The Boundary Amendment involves removal of a strip of land at the north end and removal of a commercial tract on the south end. A Cost Share Agreement was prepared and circulated. The Boundary Amendment request will be filed within the next two weeks; it will likely take six months for the County to process.

• **Consideration of Boundary Amendment Funding Agreement**

On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, Resolution 2024-12, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the Board of County Commissioners of Manatee County, Florida, Amending the District’s Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date, was adopted; and the Boundary Amendment Funding Agreement, was approved.

NINTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Wrathell presented the Memorandum detailing this new requirement and explained that newly adopted legislation requires special districts to establish goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. She stated that District Management and District Counsel collaborated on identifying Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability as the key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each.

Ms. Suit presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD and explained how the CDD will meet the goals.

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On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

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Mr. Earlywine indicated that the Bond Validation Hearing is on September 3, 2024 and the CDD should be able to issue the bonds in early October 2024.

323

Discussion ensued regarding when the Bond Financing Team might be ready to post the Offering Statement, other timing considerations, pending documents and information, etc.

325

326

TENTH ORDER OF BUSINESS

Ratification Items

327

328

Ms. Suit presented the following:

329

A. Ferguson Waterworks Direct Purchase Order Form #01-2133-009-OPO, CO#2 [Newport Isles MG) Forcemain Extension \$49,189.80

330

331

B. County Materials Dire`ct Purchase Order Form #01-2133-003-OPO CO#1/Closeout Letter

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The title of this agenda item should have the word "Direct", not "Dire`ct" as listed.

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C. Sweetwater Phase 2 Change Orders

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I. Irrigation Sleeves [\$10,172.00]

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II. Paving/Irrigation Sleeves [\$148,347.00]

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On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, Freguson Waterworks Direct Purchase Order Form #01-2133-009-OPO, CO#2 for Newport Isles MG Forcemain Extension, in the amount of \$49,189.80; County Materials Direct Purchase Order Form #01-2133-003-OPO CO#1/ Closeout Letter; and the Sweetwater Phase 2 Change Orders for Irrigation Sleeves, in the amount of \$10,172.00, and for Paving/Irrigation Sleeves, in the amount of \$148,347.00, were ratified.

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ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2024

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On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of May 20, 2024 Public Hearing and Regular Meeting Minutes

On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, the May 20, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: WRA Engineering, LLC**
There were no District Counsel or District Engineer Reports.
- C. District Manager: Wrathell, Hunt and Associates, LLC**
 - **0 Registered Voters in District as of April 15, 2024**
 - **NEXT MEETING DATE: September 16, 2024 at 10:00 AM**
 - **QUORUM CHECK**

The September 16, 2024 meeting will be cancelled.

FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or questions.

FIFTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Essman and seconded by Mr. Peterson, with all in favor, the meeting adjourned at 10:35 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

**MINUTES OF MEETING
NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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A Landowners' Meeting of the Newport Isles Community Development District was held on November 5, 2024 at 11:00 a.m., at Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202.

Present were:

Jere Earlywine District Counsel and Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Earlywine called the meeting to order.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Earlywine served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [SEATS 3, 4, 5]

A. Nominations

Mr. Earlywine stated that he is the designated Proxy Holder for the Landowner, CC Manatee Land Investments LLC, owner of 1,563.396 acres, equating to 1,564 votes. Mr. Earlywine is eligible to cast up to 1,564 votes per seat.

Mr. Earlywine nominated the following:

Seat 3 Charlie Peterson

Seat 4

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Secretary/Assistant Secretary

Chair/Vice Chair

NEWPORT ISLES
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

NEWPORT ISLES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

*WRA Engineering, 7978 Cooper Creek Blvd., Suite 102, University Park, Florida 34201
¹Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024 CANCELED	Regular Meeting	10:00 AM
November 5, 2024¹	Landowners’ Meeting	11:00 AM
November 18, 2024 CANCELED	Regular Meeting	10:00 AM
December 16, 2024 CANCELED	Regular Meeting	10:00 AM
January 23, 2025 CANCELED	Special Meeting: Bid Opening <i>RFP for Amenity Facility Construction Project</i>	10:00 AM
January 30, 2025 CANCELED	Special Meeting <i>Evaluation of Landscape & Irrigation Maintenance Services Proposals</i>	10:00 AM
February 11, 2025 CANCELED	Special Meeting: Bid Opening <i>RFP for Amenity Facility Construction Project</i>	10:00 AM
February 18, 2025 CANCELED	Special Meeting <i>Evaluation of Proposals [Landscape & Irrigation Maintenance Services]</i>	10:00 AM
March 10, 2025	Special Meeting: Bid Opening <i>RFP for Amenity Facility Construction Project</i>	10:00 AM
March 17, 2025 CANCELED	Regular Meeting <i>Evaluation of Proposals for Amenity Facility Construction Project and Landscape & Irrigation Maintenance Services</i>	10:00 AM
April 1, 2025	Regular Meeting <i>Evaluation of Proposals for Amenity Facility Construction Project and Landscape & Irrigation Maintenance Services</i>	10:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 21, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	10:00 AM
May 19, 2025	Regular Meeting	10:00 AM
June 16, 2025	Regular Meeting	10:00 AM
July 21, 2025	Regular Meeting	10:00 AM
August 18, 2025	Regular Meeting	10:00 AM
September 15, 2025	Regular Meeting	10:00 AM