

*Bonnet Creek Resort Community
Development District*

Agenda

September 29, 2023

AGENDA

Bonnet Creek Resort

Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 22, 2023

Board of Supervisors
Bonnet Creek Resort
Community Development District

Dear Board Members:

The Board of Supervisors of the Bonnet Creek Resort Community Development District will meet Thursday, September 29, 2023, at 1:30 p.m. in the Bay Lake Boardroom at the JW Marriott Orlando Bonnet Creek Resort, 14900 Chelonia Parkway, Orlando, Florida. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 7, 2023 Board of Supervisors Meeting
4. Public Hearings
 - A. Continued Hearing to Adopt the Fiscal Year 2024 Budget
 - i. Consideration of Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations
 - B. Hearing to Impose Special Assessments
 - i. Consideration of Resolution 2023-09 Imposing Special Assessments and Certifying an Assessment Roll
5. Review and Authorization to Issue Chelonia Parkway Paving Request for Proposals
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Status of Entry Monument Project Completion
 - C. District Manager's Report
 - D. Field Manager's Report
7. Supervisor's Requests
8. Other Business
9. Adjournment

Sincerely,

George Flint

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel

James Nugent, District Engineer
Darrin Mossing, GMS

MINUTES

**MINUTES OF MEETING
BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bonnet Creek Resort Community Development District was held Thursday, **September 7, 2023** at 1:30 p.m. in the Bay Lake Boardroom at the JW Marriot Orlando Bonnet Creek Resort, 14900 Chelonia Parkway, Orlando, Florida.

Present and constituting a quorum were:

Randall Greene	Chairman
Fred Sawyers	Secretary
Herb Von Kluge	Assistant Secretary
Richard Scinta	Assistant Secretary

Also Present were:

George Flint	District Manager
Jay Lazarovich	District Counsel
Jim Nugent	District Engineer
Clayton Smith	Field Manager

The following is a summary of the discussions and actions taken at the September 7, 2023 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no changes, the next item followed.

THIRD ORDER OF BUSINESS**Approval of the Minutes of the July 6, 2023 Meeting**

On MOTION by Mr. Scinta seconded by Mr. Greene with all in favor the minutes of the July 6, 2023 meeting were approved as presented.

FOURTH ORDER OF BUSINESS**Update on Chelonia Parkway Pavement Evaluation Report from PSI and Discussion of Contractor Proposal and Pricing**

Mr. Nugent stated we shared the report with the contractor and we are working with the contractor now on pricing. Middlesex has an ongoing contract with Orange County that we hope to piggyback on and use those rates, rather than going through the bid process. Assuming they get the go ahead, they are four to six weeks out to start the work based on their current workload. The initial estimate for the largest portion of paving, phase 1, from the entrance off of Buena Vista Drive up to the four-way stop at Wyndham Grand would be two to three weeks of milling and repaving and one week for base repairs that is showing deterioration. The biggest question is how we phase it, do it all or just the four-lane section that has the most distress. Then, is there a drop dead date and he said with the holidays and their breaks and rain allowances completing that portion of the work by the end of the year will be a difficult challenge. We circulated preliminary engineering cost estimates for the four-lane section and two-lane section treating them as independent phases.

Mr. Flint stated basically phase 1 is \$1,474,000 and phase 2 is \$289,000 rounded to \$1.5 million and \$300,000. The way this was priced is Jim estimated how many square yards of asphalt, striping, put a 10% allowance for failed base to allow for 4-inch-thick asphalt versus 2-inch and a 15% contingency. There is a construction admin allowance in here as well. Obviously, these numbers are significantly higher than anything we had anticipated and as a result we will have some discussion during the public hearing on the budget. We will have to talk about what impact these estimates have and the timing of the decisions the board is going to need to make.

FIFTH ORDER OF BUSINESS**Public Hearing**

Mr. Flint stated we will open the public hearing and note that there are no members of the public here other than the board and staff to provide comment or testimony. We will bring it back to the board for discussion.

We included a revised proposed budget. You can see the proposed maintenance assessments for 2024 are significantly higher than 2023 and at the bottom of page 2 you will see what is driving that is the transfer out to the capital reserves of \$1.45 million. We have a capital reserve fund that is funded through transfers from your general fund and the general fund is funded through the direct assessments that each of the landowners within the CDD pay. The main change between what you saw when you set the hearing for today and the version included in your agenda is the increase in the transfer out. The capital project fund is where that money is being moved to. You will see the \$1.4 million coming into the capital project fund and an estimated carry forward of \$673,000 for the current year into next year and both of those together provide for about \$2.125 million in revenue for next year. Offsetting that would be the \$1.8 million we talked about for the paving, \$125,000 for offsite wayfinding, signage, which we confirmed with the vendor that they are honoring their prior quote for that signage. This has a little bit of cushion built into it at \$125,000. There is \$150,000 for berm repair at Crosby Island. The offsite wayfinding signage there is nothing requiring that to be done next year. If we are looking to try to mitigate some of these costs the board could decide to push that out to 2025. We also have a lot of cushion built into the paving number in the event we get the paving done and haven't used all the contingency or haven't used all the base repair money we might be able to still do that. One option would be to push that out a year. Another option on the paving is if we broke it into two phases, phase 1 would be the four-lane section that would allow us to reduce the \$1.8 down to \$1.5 and the next year budget the \$300,000. We can eliminate the contingency. I think we need to keep the Crosby Island berm repair. We don't necessarily have to do it next year but the concern would be if we have a major storm or hurricane, we want to make sure we have the ability to do it if we need to. If we end up eliminating this and have a hurricane and don't have the money that could be an issue.

Page 15 has the impact on each of the properties, it is a significant hit on all the properties. If we phase the paving we defer the offsite wayfinding signage, we eliminated the contingency we can reduce the transfer out by \$475,000.

The budget has to be adopted by October 1 and you can approve it based on these numbers and if we don't think the numbers from the Orange County contractor are competitive, we can bid the work directly. I don't know that it will result in lower costs or not. It sounds like if they are not going to get it done before the holidays, we might have time anyway. You can bid it and if it comes in higher, we can always fall back on the county contract.

Mr. Nugent asked is it the board's desire to put together bid documents and go through the formal bid process for the paving?

It was the consensus of the board to have staff prepare bid documents for the paving project.

Mr. Flint stated for purposes of today I would like the board to continue the public hearing to be able to increase the assessments regardless of whether you phase in or not, we have to do a 21-day mailed notice to all the owners.

On MOTION by Mr. Greene seconded by Mr. Sawyers with all in favor the public hearing was continued to September 29, 2023 at 1:30 p.m. in the same location.

- A. Consideration of Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations**
- B. Consideration of Resolution 2023-09 Imposing Special Assessments and Certifying an Assessment Roll.**

Mr. Flint stated we will continue the public hearing and advertise another assessment hearing for the 29th at this higher amount and on the 29th you can bring it down at that point. You could decide no increase, the phased in \$475,000 or decide to go to bid. We are going to advertise another assessment hearing for the 29th.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Nugent stated we did get the annual report on the DOT bridge inspection. There are some maintenance items I need to share with Clayton, mostly dealing with resealing the

expansion joints at either end of the bridge and some sidewalk cracking. Generally, the bridge is in good shape.

DOT manages the bridge inspection and they requested that all the property representatives attend the meeting later this month at District 5. I intend to go as district engineer, it is more informative than anything. It is a service they do and they flag any potential maintenance items we need to attend to.

i. Review and Acceptance of the Annual Engineer's Report

Mr. Nugent stated we did get the annual report out before July 1st.

Mr. Flint stated we just put it on here and note that you have to do an annual inspection for the trust indenture and you have provided that to us. Clayton is reviewing it to the extent there is anything identified in there that we need to address.

ii. Status of Entry Monument Project Completion

Mr. Nugent stated we did get the Reedy Creek right of way permits issued, unfortunately, they had a very short fuse and expired August 31st. The contractor worked with them and it has been extended to October 27th. We have been in ongoing discussion with them about a change order they submitted for changes in landscaping, restarting and remobilization. I did negotiate it down somewhat based on discussions with the contractor and he started at \$98,000 that included replacing some of the landscaping that we have to alter, removing things that Reedy Creek says we have to remove, remobilization and maintenance of traffic. I spoke with our landscape architect and asked him to review it based on the contracted breakdown. We got the breakdown last week and what is included in the change order and I shared that with Greg and he brought up one item that he thought might have been a little high on the east monument sign. His initial comment was this looks pretty good except the Podocarpus number might have been a little high. The contractor had 150 and that is in the revised landscape plans.

Mr. Flint stated an area outside of the easement area was cleared and Jim went through a process of calculating that area compared to the other to come up with a percentage that we believe the contractor was liable for on the over clearing cost and the number was in the range of \$30,000. The contractor has said they are only going to pay \$10,000 or \$11,000.

Mr. Nugent stated they proffered a settlement of 15% of the overall cost.

Mr. Flint stated which is about a third of what we said they were obligated to pay. That has created some heartburn for me so we have been dealing with that also. What is the board's thoughts on the change order? Do we move forward?

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor change order no. 6 was approved.

C. District Manager's Report

i. Consideration of Check Register

On MOTION by Mr. Greene seconded by Mr. Sawyers with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Approval of Fiscal Year 2024 Meeting Dates

On MOTION by Mr. Sawyers seconded by Mr. Greene with all in favor the fiscal year meeting schedule reflecting meetings on the first Thursday of the month and the specific locations was approved.

D. Field Manager's Report

Mr. Smith gave an overview of the field manager's report and gave an update on Yellowstone's performance which has greatly improved.

i. Consideration of Yellowstone Quotes for Juniper Replacement

On MOTION by Mr. Sawyers seconded by Mr. Scinta with all in favor the proposal from Yellowstone in the amount of \$8,055.66 was approved.

- ii. **Consideration of Quote for Additional Grasses and Fill Ins**
- iii. **Consideration of Highway Signage Shop Drawings**

SEVENTH ORDER OF BUSINESS **Supervisor's Requests**

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS **Other Business**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Greene seconded by Mr. Sawyers with all in favor the meeting was continued to September 29, 2023 at 1:30 p.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

SECTION A

SECTION 1

RESOLUTION 2023-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Bonnet Creek Resort Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set September 7, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager’s Proposed Budget, attached hereto as Exhibit “A,” as amended by the Board, is hereby adopted in accordance with the provisions of

Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2023 and/or revised projections for Fiscal Year 2024.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Bonnet Creek Resort Community Development District for the Fiscal Year Ending September 30, 2024," as adopted by the Board of Supervisors on September 7, 2023.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Bonnet Creek Resort Community Development District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND – SERIES 2016	\$ _____
CAPITAL PROJECTS FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more

than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 29th day of September, 2023.

ATTEST:

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By:_____

Its:_____

Bonnet Creek Resort
Community Development District

Proposed Budget
FY 2024



Table of Contents

1-2	General Fund
3-10	General Fund Narrative
11	Debt Service Fund - Series 2016
12	Amortization Schedule - Series 2016
13	Capital Projects Fund
14-15	Assessment Charts

Bonnet Creek Resort
Community Development District
Proposed Budget
General Fund

	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Maintenance Assessments - Off Roll	\$ 944,764	\$ 745,278	\$ 199,485	\$ 944,764	\$ 1,551,000
Interest Income	\$ 100	\$ 731	\$ 160	\$ 891	\$ 1,000
Reuse Water Fees - Wyndham	\$ 10,000	\$ 11,500	\$ 2,000	\$ 13,500	\$ 13,000
Reuse Water Fees - Golf Course	\$ 27,000	\$ 22,186	\$ 4,500	\$ 26,686	\$ 27,000
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 4,000	\$ 3,519	\$ 900	\$ 4,419	\$ 5,000
Reuse Water Fees - Marriott	\$ 2,000	\$ 3,355	\$ 700	\$ 4,055	\$ 4,500
Carry Forward Surplus	\$ -	\$ 27,067	\$ -	\$ 27,067	\$ -
Total Revenues	\$ 987,864	\$ 813,637	\$ 207,745	\$ 1,021,382	\$ 1,601,500

Expenditures

General & Administrative

Supervisor Fees	\$ 8,000	\$ 4,200	\$ 1,600	\$ 5,800	\$ 8,000
Engineering Fees	\$ 20,000	\$ 25,982	\$ 4,000	\$ 29,982	\$ 20,000
Trustee Fees	\$ 6,000	\$ 5,388	\$ -	\$ 5,388	\$ 6,000
Legal Services	\$ 20,000	\$ 9,659	\$ 3,000	\$ 12,659	\$ 20,000
Assessment Roll Services	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ 3,180
Auditing Services	\$ 3,225	\$ 3,225	\$ -	\$ 3,225	\$ 3,225
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ -	\$ 450	\$ 450
District Management Fees	\$ 35,596	\$ 29,663	\$ 5,933	\$ 35,596	\$ 37,732
Information Technology	\$ 1,250	\$ 1,042	\$ 208	\$ 1,250	\$ 1,350
Website Maintenance	\$ 813	\$ 678	\$ 135	\$ 813	\$ 900
Insurance - Professional Liability	\$ 8,562	\$ 7,670	\$ -	\$ 7,670	\$ 8,562
Telephone	\$ 100	\$ -	\$ -	\$ -	\$ 100
Legal Advertising	\$ 2,100	\$ 782	\$ 1,500	\$ 2,282	\$ 2,100
Postage	\$ 1,900	\$ 224	\$ 40	\$ 264	\$ 1,900
Printing & Binding	\$ 1,200	\$ 27	\$ 10	\$ 37	\$ 1,200
Office Supplies	\$ 300	\$ 4	\$ 2	\$ 6	\$ 300
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Contingency	\$ 2,000	\$ 131	\$ 500	\$ 631	\$ 2,000
Total Administrative:	\$ 114,671	\$ 92,298	\$ 16,928	\$ 109,227	\$ 117,174

Bonnet Creek Resort
Community Development District
Proposed Budget
General Fund

	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<i><u>Operations & Maintenance</u></i>					
Field Management	\$ 56,976	\$ 47,480	\$ 9,496	\$ 56,976	\$ 56,976
Utility Services					
Utility Services	\$ 14,000	\$ 10,646	\$ 2,400	\$ 13,046	\$ 14,000
Street Lights - Usage	\$ 4,200	\$ 3,487	\$ 1,290	\$ 4,777	\$ 5,400
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$ 35,333	\$ 12,000	\$ 47,333	\$ 55,000
Water Service - Reuse Water	\$ 43,000	\$ 35,402	\$ 8,000	\$ 43,402	\$ 43,000
SFWMD Water Use Compliance Report	\$ 5,000	\$ -	\$ -	\$ -	\$ 2,500
Stormwater Control - Bonnet Creek Resort					
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 1,092	\$ 364	\$ 1,456	\$ 1,500
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ 721	\$ 1,500	\$ 2,221	\$ 5,000
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ 10,164	\$ 5,082	\$ 15,246	\$ 15,858
Irrigation Pond Treatment - Solitude	\$ 2,926	\$ 2,341	\$ 468	\$ 2,809	\$ 2,892
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ -	\$ 4,000	\$ 4,000	\$ 5,500
Stormwater Control - Crosby Island Marsh					
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ 7,725
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 2,492	\$ 1,000	\$ 3,492	\$ 4,500
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ 850	\$ 5,150	\$ 6,000	\$ 6,000
Other Physical Environment					
Property Insurance	\$ 12,500	\$ 13,268	\$ -	\$ 13,268	\$ 19,902
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Pump Station Maintenance	\$ 4,000	\$ 2,919	\$ 1,945	\$ 4,864	\$ 4,000
Pump Station Repairs	\$ 7,500	\$ 527	\$ 2,500	\$ 3,027	\$ 5,000
Landscape & Irrigation Maintenance	\$ 198,000	\$ 165,000	\$ 33,000	\$ 198,000	\$ 207,900
Irrigation Repairs	\$ 3,500	\$ 1,864	\$ 1,500	\$ 3,364	\$ 3,500
Landscape Replacement	\$ 15,000	\$ 16,686	\$ 2,500	\$ 19,186	\$ 15,000
Lift Station Maintenance	\$ 5,000	\$ 5,915	\$ 315	\$ 6,230	\$ 5,000
Road & Street Facilities					
Roadway Repair & Maintenance	\$ 10,400	\$ 2,910	\$ 5,000	\$ 7,910	\$ 7,500
Highway Directional Signage - (R&M)	\$ 5,000	\$ -	\$ 1,000	\$ 1,000	\$ 2,500
Roadway Directory Signage - (R&M)	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 2,500
Sidewalk/Curb Cleaning	\$ 12,000	\$ 646	\$ 3,979	\$ 4,625	\$ 6,000
Contingency	\$ 16,000	\$ 20,556	\$ -	\$ 20,556	\$ 16,000
Total Operations & Maintenance:	\$ 559,398	\$ 382,799	\$ 114,989	\$ 497,788	\$ 530,653
Total Expenditures	\$ 674,069	\$ 475,097	\$ 131,917	\$ 607,015	\$ 647,827
<u>Other Financing Uses</u>					
Transfer Out - Capital Reserve	\$ 313,795	\$ -	\$ 414,368	\$ 414,368	\$ 953,672
Total Other Financing Sources (Uses)	\$ 313,795	\$ -	\$ 414,368	\$ 414,368	\$ 953,672
Total Expenditures & Other Financing Uses	\$ 987,864	\$ 475,097	\$ 546,285	\$ 1,021,382	\$ 1,601,500
Net Change in Fund Balance	\$ -	\$ 338,540	\$ (338,540)	\$ 0	\$ -

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

REVENUES:

Maintenance Assessments – Off Roll

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the fiscal year. It will be directly billed from the District to the appropriate property owner.

Interest Income

The District will invest surplus funds with State Board of Administration, Regions Bank, and Truist Bank.

Reuse Water Fees

The District pays Orange County Utilities Department for monthly reclaimed commercial water usage then bills Wyndham, Golf Course, Signia by Hilton, the Waldorf Astoria, and Marriott for their portion based on individual meter readings to reimburse the cost of the reuse water.

EXPENDITURES:

GENERAL & ADMINISTRATIVE

Supervisor Fees

The District may compensate its supervisors within the appropriate statutory limits of \$200 maximum per meeting within an annual cap of \$4,800 per supervisor. The amount is based upon 5 Supervisors attending 8 monthly meetings during the fiscal year.

Engineering Fees

The District's engineer, Donald W. McIntosh, provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Trustee Fees

The District issued Series 2016 Special Assessment Refunding Bonds that are deposited with a Trustee at US Bank, N.A.

Legal Services

The District's legal counsel, Latham, Luna, Eden & Beaudine LLP, provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Assessment Roll Services

The District has contracted with Governmental Management Services - Central Florida, LLC for the collection of prepaid assessments, maintaining Lien Book, updating the District's Tax Roll and levying the annual assessment.

Auditing Services

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt. The District is contracted with Berger, Toombs, Elam, Gaines & Frank

Arbitrage Rebate Calculation

The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds. The District is contracted with AMTEC.

District Management Fees

The District has contracted with Governmental Management Services – Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financials reporting, annual audits, etc.

Information Technology

Represents various cost of information technology with Governmental Management Services – Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Insurance – Professional Liability

The District's general liability and public officials liability coverage are provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Telephone

Telephone and fax machine.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

Postage

Mailing of Board Meeting Agenda's, checks for vendors, and any other required correspondence.

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, correspondence, stationary, etc.

Office Supplies

Any supplies that may need to be purchased during the Fiscal Year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity. This is the only expenditure for this line item.

Contingency

Accounts for any fees or expenditures relating to the district that do not fall under the other budgeted administrative expenditures including bank fees.

OPERATIONS & MAINTENANCE

Field Management

The District has contracted with Governmental Management Services - Central Florida for general maintenance services.

Description	Monthly	Annually
Field Management	\$4,748	\$56,976
TOTAL		\$56,976

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Utility Services

Utility Services

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc. The District maintains the following accounts with Duke Energy.

Description	Monthly	Annually
13251 Chelonia Parkway Ct Sign 1	\$30	\$360
13251 Chelonia Parkway Ct Sign 2	\$30	\$360
13251 Chelonia Parkway Ct Sign 3	\$30	\$360
13251 Chelonia Parkway Ct Sign 4	\$30	\$360
13251 Chelonia Parkway Ct Entrance Sign	\$92	\$1,100
13252 Chelonia Parkway Ct Sign 5	\$30	\$360
14064 Chelonia Parkway Ct Pump	\$25	\$300
14901 Chelonia Parkway Lift	\$200	\$2,400
14312 Chelonia Parkway	\$700	\$8,400
TOTAL		\$14,000

Street Lights - Usage

The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries. The District maintains the following account with Duke Energy.

Description	Monthly	Annually
000 Chelonia Parkway Ct Lite	\$450	\$5,400
TOTAL		\$5,400

Street Lights - Lease & Maintenance Agreement

The District may budget for its streetlights lease separately. The District maintains the following account with Duke Energy.

Description	Monthly	Annually
000 Chelonia Parkway Ct Lite	\$4,583	\$55,000
TOTAL		\$55,000

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Water Service – Reuse Water

The District may incur expenditures related to the use of reclaimed water for irrigation. The District maintains the following account with Orange County Utilities.

Description	Monthly	Annually
14064 Chelonia Parkway	\$3,583	\$43,000
TOTAL		\$43,000

SFWMD Water Use Compliance Report

Expenditures related for compliance reporting for the application of Consumptive Water Use Permits with South Florida Water Management District.

Stormwater Control – Bonnet Creek Resort

OC/Dep Quarterly Well Monitoring Report

The District expenditures related to quarterly well monitoring report.

Wetland & Upland Monitoring Services - (BDA)

Include reviews of nuisance/exotic (N/E) plant species maintenance associated with the on-site wetland and upland preservation areas.

Description	Annually
BDA Environmental Consultants	\$5,000
TOTAL	\$5,000

Pond & Embankment Aquatic Treatment – (AWC)

1) Provide chemical/manual treatments 9 times per year to control undesirable aquatic plants and algae growing in pond 2. Control nuisance and exotic species growing along 6811 lf of fence line. Control nuisance and exotic species growing along 33418 lf of slopes and wetland edges to 15' in. Control of all vegetation growing within 5' of outfall structures.

2) Selective spot spraying techniques will be utilized to avoid impacting native vegetation.

3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Irrigation Pond Treatment – (Solitude)

The District has contract with Solitude Lake Management to provide pond maintenance services on one irrigation pond. Services include aquatic weed control, shoreline weed control and water quality monitoring.

Description	Monthly	Annually
Solitude Lake Management	\$241	\$2,892
TOTAL		\$2,892

Nuisance/Exotic Species Maintenance – (AWC)

Includes supervisory oversight of the nuisance/exotic (*N/E*) plant species management (to include the hand-removal and or herbicide treatment of *N/E* plant species) and maintenance if necessary.

Stormwater Control – Crosby Island Marsh

Nuisance/Exotic Species Maintenance – (AWC)

1) Provide chemical/manual treatments to control nuisance and exotic species within Crosby Island Mitigation Site 3 times per year. Treatments to be completed with a combination of airboat in the wet season and field crews during the dry season.

2) Selective spot spraying techniques will be utilized to avoid impacting native vegetation.

3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.

Description	Per Visit	Annually
Aquatic Weed Control (Wetlands) – 3 Visits	\$2,575	\$7,725
TOTAL		\$7,725

Nuisance/Exotic Species Maintenance – (BDA)

Includes supervisory oversight of the nuisance/exotic (*N/E*) plant species management (to include the hand-removal and or herbicide treatment of *N/E* plant species) and maintenance.

Description	Annually
BDA Environmental Consultants	\$4,500
TOTAL	\$4,500

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Embankment Mowing

Mowing of conservation berms surrounding wetland and mitigation areas.

Other Physical Environment

Property Insurance

Represents the District's share of the annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Entry, Fence, Walls & Gates Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

Pump Station Maintenance

Expenditures incurred for Pump station maintenance.

Pump Station Repairs

Expenditures incurred for Pump station repairs.

Landscape & Irrigation Maintenance

The District contracted with Yellowstone Landscape to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation Maintenance.

Description	Monthly	Annually
Yellowstone - Landscape Maintenance	\$17,325	\$207,900
TOTAL		\$207,900

Irrigation Repairs

Expenditures incurred for irrigation repairs.

Landscape Replacement

Expenditures related to replacement of turf, trees, shrubs etc.

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Lift Station Maintenance

Expenditures incurred for yearly preventative maintenance and any additional repairs to the lift station and generator.

Description	Quarterly	Annually
Lift Station Preventative Maintenance	\$300	\$1,200
Generator Preventative Maintenance		\$1,250
Contingency		\$2,550
TOTAL		\$5,000

Road & Street Facilities

Roadway Repair and Maintenance

Expenditures related to the repair and maintenance of roadways owned by the District if any.

Highway Directional Signage – (R&M)

Highway Directional Signage expenditures which may not fit into any defined category in this section of the budget.

Roadway Directional Signage – (R&M)

Roadway Directional Signage expenditures which may not fit into any defined category in this section of the budget.

Sidewalk/Curb Cleaning

Estimated cost for pressure washing the District owned sidewalks throughout the community.

Contingency

Monies collected and allocated for expenditures that the District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Transfer Out - Capital Reserve

Monies collected and allocated for the future repair and replacement of various capital improvements.

Bonnet Creek Resort
Community Development District
Proposed Budget
Debt Service Fund Series 2016

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<u>Revenues</u>					
Assessments - Direct Billed	\$ 2,110,462	\$ 2,101,025	\$ -	\$ 2,101,025	\$ 2,110,462
Interest Income	\$ -	\$ 39,925	\$ 6,000	\$ 45,925	\$ -
Carry Forward Surplus	\$ 12,778	\$ 15,543	\$ -	\$ 15,543	\$ 61,468
Total Revenues	\$ 2,123,240	\$ 2,156,493	\$ 6,000	\$ 2,162,493	\$ 2,171,929
<u>Expenditures</u>					
<u>General & Administrative:</u>					
Interest - 11/1	\$ 433,013	\$ 433,013	\$ -	\$ 433,013	\$ 405,225
Principal - 5/1	\$ 1,235,000	\$ 1,235,000	\$ -	\$ 1,235,000	\$ 1,295,000
Interest - 5/1	\$ 433,013	\$ 433,013	\$ -	\$ 433,013	\$ 405,225
Total Expenditures	\$ 2,101,025	\$ 2,101,025	\$ -	\$ 2,101,025	\$ 2,105,450
Net Change in Fund Balance	\$ 22,215	\$ 55,468	\$ 6,000	\$ 61,468	\$ 66,479

Bonnet Creek
Community Development District
Series 2016 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 18,010,000.00	\$ -	\$ 405,225.00	\$ 2,105,450.00
05/01/24	\$ 18,010,000.00	\$ 1,295,000.00	\$ 405,225.00	
11/01/24	\$ 16,715,000.00	\$ -	\$ 376,087.50	\$ 2,107,175.00
05/01/25	\$ 16,715,000.00	\$ 1,355,000.00	\$ 376,087.50	
11/01/25	\$ 15,360,000.00	\$ -	\$ 345,600.00	\$ 2,106,200.00
05/01/26	\$ 15,360,000.00	\$ 1,415,000.00	\$ 345,600.00	
11/01/26	\$ 13,945,000.00	\$ -	\$ 313,762.50	\$ 2,107,525.00
05/01/27	\$ 13,945,000.00	\$ 1,480,000.00	\$ 313,762.50	
11/01/27	\$ 12,465,000.00	\$ -	\$ 280,462.50	\$ 2,110,925.00
05/01/28	\$ 12,465,000.00	\$ 1,550,000.00	\$ 280,462.50	
11/01/28	\$ 10,915,000.00	\$ -	\$ 245,587.50	\$ 2,111,175.00
05/01/29	\$ 10,915,000.00	\$ 1,620,000.00	\$ 245,587.50	
11/01/29	\$ 9,295,000.00	\$ -	\$ 209,137.50	\$ 2,113,275.00
05/01/30	\$ 9,295,000.00	\$ 1,695,000.00	\$ 209,137.50	
11/01/30	\$ 7,600,000.00	\$ -	\$ 171,000.00	\$ 2,117,000.00
05/01/31	\$ 7,600,000.00	\$ 1,775,000.00	\$ 171,000.00	
11/01/31	\$ 5,825,000.00	\$ -	\$ 131,062.50	\$ 2,117,125.00
05/01/32	\$ 5,825,000.00	\$ 1,855,000.00	\$ 131,062.50	
11/01/32	\$ 3,970,000.00	\$ -	\$ 89,325.00	\$ 2,118,650.00
05/01/33	\$ 3,970,000.00	\$ 1,940,000.00	\$ 89,325.00	
11/01/33	\$ 2,030,000.00	\$ -	\$ 45,675.00	\$ 2,121,350.00
05/01/34	\$ 2,030,000.00	\$ 2,030,000.00	\$ 45,675.00	
	\$ 18,010,000.00	\$ 5,225,850.00	\$ 23,235,850.00	

Bonnet Creek Resort
Community Development District
Proposed Budget
Capital Projects Fund

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Transfer In - Capital Projects	\$ 313,795	\$ -	\$ 414,368	\$ 414,368	\$ 953,672
Interest Income	\$ 50	\$ 10,837	\$ -	\$ 10,837	\$ 50
Carry Forward Surplus	\$ 526,392	\$ 578,452	\$ -	\$ 578,452	\$ 696,278
Total Revenues	\$ 840,237	\$ 589,290	\$ 414,368	\$ 1,003,657	\$ 1,650,000
Expenditures					
<u>General & Administrative:</u>					
Chelonia Parkway Paving	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Offsite Wayfinding Signs	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Improvement	\$ -	\$ -	\$ 26,864	\$ 26,864	\$ -
Entry Monument	\$ -	\$ 70,475	\$ 210,000	\$ 280,475	\$ -
Crosby Island Berm Repair	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Contingency	\$ 840,237	\$ 40	\$ -	\$ 40	\$ -
Total Expenditures	\$ 840,237	\$ 70,515	\$ 236,864	\$ 307,379	\$ 1,650,000
Net Change in Fund Balance	\$ -	\$ 518,775	\$ 177,503	\$ 696,278	\$ 0

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

Total O & M Assessment	\$1,551,000
Total DS Assessment	\$2,110,462

<u>PRODUCT TYPE (PARCEL)</u>	<u>ALLOCATION OF ASSESSMENTS</u>	<u>TOTAL OPERATIONS AND MAINTENANCE ASSESSMENT</u>	<u>ALLOCATION OF DEBT ASSESSMENTS</u>	<u>TOTAL SERIES 2016 DEBT SERVICE ASSESSMENT</u>	<u>TOTAL FY 2023/2024 ASSESSMENT PER PARCEL</u>
Timeshare (A)	36.10%	\$559,957.45	0.00%	\$0.00	\$559,957.45
Timeshare (B)	5.29%	\$81,992.43	8.27%	\$174,610.27	\$256,602.70
Hotel (B)	6.61%	\$102,592.06	10.35%	\$218,479.04	\$321,071.10
Hotel (C/D)	20.83%	\$323,042.24	32.60%	\$687,906.28	\$1,010,948.52
Timeshare (E)	17.28%	\$267,935.21	27.04%	\$570,577.65	\$838,512.86
Hotel (F)	8.93%	\$138,442.24	13.97%	\$294,816.96	\$433,259.20
Golf Course (G)	4.97%	\$77,038.16	7.77%	\$164,071.33	\$241,109.49
	100.00%	\$1,550,999.79	100.00%	\$2,110,461.53	\$3,661,461.32

FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

Timeshare (A)	36.10%	\$341,088.07	0.00%	\$0.00	\$341,088.07
Timeshare (B)	5.29%	\$49,944.23	8.27%	\$174,610.27	\$224,554.50
Hotel (B)	6.61%	\$62,492.12	10.35%	\$218,479.04	\$280,971.16
Hotel (C/D)	20.83%	\$196,775.40	32.60%	\$687,906.28	\$884,681.68
Timeshare (E)	17.28%	\$163,207.95	27.04%	\$570,577.65	\$733,785.60
Hotel (F)	8.93%	\$84,329.62	13.97%	\$294,816.96	\$379,146.58
Golf Course (G)	4.97%	\$46,926.42	7.77%	\$164,071.33	\$210,997.75
	100.00%	\$944,763.81	100.00%	\$2,110,461.53	\$3,055,225.34

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT INCREASE

Timeshare (A)	36.10%	\$218,869.38	0.00%	\$0.00	\$218,869.38
Timeshare (B)	5.29%	\$32,048.20	8.27%	\$0.00	\$32,048.20
Hotel (B)	6.61%	\$40,099.94	10.35%	\$0.00	\$40,099.94
Hotel (C/D)	20.83%	\$126,266.84	32.60%	\$0.00	\$126,266.84
Timeshare (E)	17.28%	\$104,727.26	27.04%	\$0.00	\$104,727.26
Hotel (F)	8.93%	\$54,112.62	13.97%	\$0.00	\$54,112.62
Golf Course (G)	4.97%	\$30,111.74	7.77%	\$0.00	\$30,111.74
	100.00%	\$606,235.98	100.00%	\$0.00	\$606,235.98

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

FISCAL YEAR 2023/2024 O & M & DEBT SERVICE SCHEDULE

2022/2023 O & M Budget	\$944,764
2023/2024 O & M Budget	<u>\$1,551,000</u>
Total Difference	<u><u>\$606,236</u></u>

2022/2023 Debt Service Assessment	\$2,110,462
2023/2024 Debt Service Assessment	<u>\$2,110,462</u>
Total Difference	<u><u>\$0</u></u>

PER UNIT ANNUAL ASSESSMENT

	2020/2021	2021/2022	2022/2023	2023/2024	Proposed Increase/Decrease	
Debt Service - Parcel A	\$0	\$0	\$0	\$0	\$0	0%
Operations/Maintenance - Parcel A	\$310,080	\$310,080	\$341,088	\$559,957	\$218,869	64%
Total	\$310,080	\$310,080	\$341,088	\$559,957	\$218,869	64%
Debt Service - Parcel B Timeshare	\$0	\$174,610	\$174,610	\$174,610	\$0	0%
Operations/Maintenance - Parcel B	\$0	\$45,404	\$49,944	\$81,992	\$32,048	64%
Total	\$0	\$220,014	\$224,555	\$256,603	\$32,048	14%
Debt Service - Parcel B Hotel	\$387,999	\$218,479	\$218,479	\$218,479	\$0	0%
Operations/Maintenance - Parcel B	\$102,215	\$56,811	\$62,492	\$102,592	\$40,100	64%
Total	\$490,214	\$275,290	\$280,971	\$321,071	\$40,100	14%
Debt Service - Parcel C/D	\$678,998	\$687,906	\$687,906	\$687,906	\$0	0%
Operations/Maintenance - Parcel C/D	\$178,887	\$178,887	\$196,775	\$323,042	\$126,267	64%
Total	\$857,885	\$866,793	\$884,682	\$1,010,949	\$126,267	14%
Debt Service - Parcel E	\$563,189	\$570,578	\$570,578	\$570,578	\$0	0%
Operations/Maintenance - Parcel E	\$148,371	\$148,371	\$163,208	\$267,935	\$104,727	64%
Total	\$711,560	\$718,949	\$733,786	\$838,513	\$104,727	14%
Debt Service - Parcel F	\$290,999	\$294,817	\$294,817	\$294,817	\$0	0%
Operations/Maintenance - Parcel F	\$76,663	\$76,663	\$84,330	\$138,442	\$54,113	64%
Total	\$367,662	\$371,480	\$379,147	\$433,259	\$54,113	14%
Debt Service - Parcel G	\$161,947	\$164,071	\$164,071	\$164,071	\$0	0%
Operations/Maintenance - Parcel G	\$42,660	\$42,660	\$46,926	\$77,038	\$30,112	64%
Total	\$204,607	\$206,732	\$210,998	\$241,109	\$30,112	14%

SECTION B

SECTION 1

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Orange County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (the “Board”) of the District hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2023-2024 (the “Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2023-2024; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect directly and which is also indicated on Exhibits “A” and “B”; and

WHEREAS, the District has determined that the utilization of the Uniform Method for the collection of assessments is either unavailable or not in the District’s best interest; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amounts set forth in Exhibits “A” and “B”; and

WHEREAS, the District desires to levy and directly collect on the lands within the District special assessments reflecting their portion of the District's operations and maintenance budget; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Bonnet Creek Resort Community Development District (the "Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll certified by this Resolution as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit "A" confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits "A" and "B".

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, *Florida Statutes*, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibits "A" and "B". The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. The lien of the previously levied debt service assessments is reaffirmed by the passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. The previously levied debt service assessments, as well as the operation and maintenance special assessments levied by this Resolution, will be collected directly by the District in accordance with Florida law and with Exhibits "A" and "B".

B. Assessments directly collected by the District are due according to the following schedules:

i). A debt service payment equivalent to the amount due to the bond trustee for each bond payment will be due and payable no later than 30 days prior to each bond payment date; i.e., 50% of the annual accrued interest on the outstanding principal of the bonds (less any credits for interest earned) is due no later than October 1, 2023, and the remaining 50% of the of the annual accrued interest on the outstanding principal of the bonds (less any

credits for interest earned), together with 100% of the annual principal payment, is due no later than April 1, 2024; and

ii). 25% of the total operations and maintenance assessment is due no later than October 1, 2023, 25% is due no later than February 1, 2024, 25% is due no later than April 1, 2024, and the final 25% is due no later than August 1, 2024.

C. In the event that an assessment payment of any type is not made in accordance with the schedules stated above, such assessment payment and any and all future scheduled assessment payments (to include any remaining scheduled debt service assessments for future fiscal years) shall be delinquent, shall be accelerated, and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and may either be enforced pursuant to a foreclosure action or, at the District's discretion, collected pursuant to the "Uniform Method" on a future tax bill (or pursuant to any other method or remedy legally available to the District), which amount may include penalties, interest, and costs of collection and enforcement. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the District's Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments. Nothing contained herein shall preclude the District from utilizing any legally available method under Florida Law, including the Uniform Method, to collect assessments at any time it sees fit during any fiscal year.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Exhibit "B", is hereby certified.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

SECTION 6. SUPPLEMENTATION OF PREVIOUS DISTRICT RESOLUTION(S). Previous District resolutions which, among other things, levied bond debt service assessments on real property within the District, are hereby supplemented by this Resolution with regard to District collection procedures for such debt service assessments. It is the intent of the District to utilize the collection methods and procedures set forth in Section 3 herein for the collection of both operation and maintenance assessments and debt service assessments.

SECTION 7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Bonnet Creek Community Development District.

PASSED AND ADOPTED this 29th day of September, 2023.

ATTEST:

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Secretary / Assistant Secretary

By: _____

Its: _____

EXHIBIT “A”

Bonnet Creek Resort
Community Development District

Proposed Budget
FY 2024



Table of Contents

1-2	General Fund
3-10	General Fund Narrative
11	Debt Service Fund - Series 2016
12	Amortization Schedule - Series 2016
13	Capital Projects Fund
14-15	Assessment Charts

Bonnet Creek Resort
Community Development District
Proposed Budget
General Fund

	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Maintenance Assessments - Off Roll	\$ 944,764	\$ 745,278	\$ 199,485	\$ 944,764	\$ 1,551,000
Interest Income	\$ 100	\$ 731	\$ 160	\$ 891	\$ 1,000
Reuse Water Fees - Wyndham	\$ 10,000	\$ 11,500	\$ 2,000	\$ 13,500	\$ 13,000
Reuse Water Fees - Golf Course	\$ 27,000	\$ 22,186	\$ 4,500	\$ 26,686	\$ 27,000
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 4,000	\$ 3,519	\$ 900	\$ 4,419	\$ 5,000
Reuse Water Fees - Marriott	\$ 2,000	\$ 3,355	\$ 700	\$ 4,055	\$ 4,500
Carry Forward Surplus	\$ -	\$ 27,067	\$ -	\$ 27,067	\$ -
Total Revenues	\$ 987,864	\$ 813,637	\$ 207,745	\$ 1,021,382	\$ 1,601,500

Expenditures

General & Administrative

Supervisor Fees	\$ 8,000	\$ 4,200	\$ 1,600	\$ 5,800	\$ 8,000
Engineering Fees	\$ 20,000	\$ 25,982	\$ 4,000	\$ 29,982	\$ 20,000
Trustee Fees	\$ 6,000	\$ 5,388	\$ -	\$ 5,388	\$ 6,000
Legal Services	\$ 20,000	\$ 9,659	\$ 3,000	\$ 12,659	\$ 20,000
Assessment Roll Services	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ 3,180
Auditing Services	\$ 3,225	\$ 3,225	\$ -	\$ 3,225	\$ 3,225
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ -	\$ 450	\$ 450
District Management Fees	\$ 35,596	\$ 29,663	\$ 5,933	\$ 35,596	\$ 37,732
Information Technology	\$ 1,250	\$ 1,042	\$ 208	\$ 1,250	\$ 1,350
Website Maintenance	\$ 813	\$ 678	\$ 135	\$ 813	\$ 900
Insurance - Professional Liability	\$ 8,562	\$ 7,670	\$ -	\$ 7,670	\$ 8,562
Telephone	\$ 100	\$ -	\$ -	\$ -	\$ 100
Legal Advertising	\$ 2,100	\$ 782	\$ 1,500	\$ 2,282	\$ 2,100
Postage	\$ 1,900	\$ 224	\$ 40	\$ 264	\$ 1,900
Printing & Binding	\$ 1,200	\$ 27	\$ 10	\$ 37	\$ 1,200
Office Supplies	\$ 300	\$ 4	\$ 2	\$ 6	\$ 300
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Contingency	\$ 2,000	\$ 131	\$ 500	\$ 631	\$ 2,000
Total Administrative:	\$ 114,671	\$ 92,298	\$ 16,928	\$ 109,227	\$ 117,174

Bonnet Creek Resort
Community Development District
Proposed Budget
General Fund

	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<i><u>Operations & Maintenance</u></i>					
Field Management	\$ 56,976	\$ 47,480	\$ 9,496	\$ 56,976	\$ 56,976
Utility Services					
Utility Services	\$ 14,000	\$ 10,646	\$ 2,400	\$ 13,046	\$ 14,000
Street Lights - Usage	\$ 4,200	\$ 3,487	\$ 1,290	\$ 4,777	\$ 5,400
Street Lights - Lease & Maintenance Agreement	\$ 66,000	\$ 35,333	\$ 12,000	\$ 47,333	\$ 55,000
Water Service - Reuse Water	\$ 43,000	\$ 35,402	\$ 8,000	\$ 43,402	\$ 43,000
SFWMD Water Use Compliance Report	\$ 5,000	\$ -	\$ -	\$ -	\$ 2,500
Stormwater Control - Bonnet Creek Resort					
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 1,092	\$ 364	\$ 1,456	\$ 1,500
Wetland & Upland Monitoring Services - (Bda)	\$ 3,000	\$ 721	\$ 1,500	\$ 2,221	\$ 5,000
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,396	\$ 10,164	\$ 5,082	\$ 15,246	\$ 15,858
Irrigation Pond Treatment - Solitude	\$ 2,926	\$ 2,341	\$ 468	\$ 2,809	\$ 2,892
Nuisance/Exotic Species Maintenance - (Awc)	\$ 11,000	\$ -	\$ 4,000	\$ 4,000	\$ 5,500
Stormwater Control - Crosby Island Marsh					
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ 7,725
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 2,492	\$ 1,000	\$ 3,492	\$ 4,500
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ 850	\$ 5,150	\$ 6,000	\$ 6,000
Other Physical Environment					
Property Insurance	\$ 12,500	\$ 13,268	\$ -	\$ 13,268	\$ 19,902
Entry, Fence, Walls & Gates Maintenance	\$ 24,500	\$ -	\$ 5,000	\$ 5,000	\$ 10,000
Pump Station Maintenance	\$ 4,000	\$ 2,919	\$ 1,945	\$ 4,864	\$ 4,000
Pump Station Repairs	\$ 7,500	\$ 527	\$ 2,500	\$ 3,027	\$ 5,000
Landscape & Irrigation Maintenance	\$ 198,000	\$ 165,000	\$ 33,000	\$ 198,000	\$ 207,900
Irrigation Repairs	\$ 3,500	\$ 1,864	\$ 1,500	\$ 3,364	\$ 3,500
Landscape Replacement	\$ 15,000	\$ 16,686	\$ 2,500	\$ 19,186	\$ 15,000
Lift Station Maintenance	\$ 5,000	\$ 5,915	\$ 315	\$ 6,230	\$ 5,000
Road & Street Facilities					
Roadway Repair & Maintenance	\$ 10,400	\$ 2,910	\$ 5,000	\$ 7,910	\$ 7,500
Highway Directional Signage - (R&M)	\$ 5,000	\$ -	\$ 1,000	\$ 1,000	\$ 2,500
Roadway Directory Signage - (R&M)	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 2,500
Sidewalk/Curb Cleaning	\$ 12,000	\$ 646	\$ 3,979	\$ 4,625	\$ 6,000
Contingency	\$ 16,000	\$ 20,556	\$ -	\$ 20,556	\$ 16,000
Total Operations & Maintenance:	\$ 559,398	\$ 382,799	\$ 114,989	\$ 497,788	\$ 530,653
Total Expenditures	\$ 674,069	\$ 475,097	\$ 131,917	\$ 607,015	\$ 647,827
<u>Other Financing Uses</u>					
Transfer Out - Capital Reserve	\$ 313,795	\$ -	\$ 414,368	\$ 414,368	\$ 953,672
Total Other Financing Sources (Uses)	\$ 313,795	\$ -	\$ 414,368	\$ 414,368	\$ 953,672
Total Expenditures & Other Financing Uses	\$ 987,864	\$ 475,097	\$ 546,285	\$ 1,021,382	\$ 1,601,500
Net Change in Fund Balance	\$ -	\$ 338,540	\$ (338,540)	\$ 0	\$ -

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

REVENUES:

Maintenance Assessments – Off Roll

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the fiscal year. It will be directly billed from the District to the appropriate property owner.

Interest Income

The District will invest surplus funds with State Board of Administration, Regions Bank, and Truist Bank.

Reuse Water Fees

The District pays Orange County Utilities Department for monthly reclaimed commercial water usage then bills Wyndham, Golf Course, Signia by Hilton, the Waldorf Astoria, and Marriott for their portion based on individual meter readings to reimburse the cost of the reuse water.

EXPENDITURES:

GENERAL & ADMINISTRATIVE

Supervisor Fees

The District may compensate its supervisors within the appropriate statutory limits of \$200 maximum per meeting within an annual cap of \$4,800 per supervisor. The amount is based upon 5 Supervisors attending 8 monthly meetings during the fiscal year.

Engineering Fees

The District's engineer, Donald W. McIntosh, provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Trustee Fees

The District issued Series 2016 Special Assessment Refunding Bonds that are deposited with a Trustee at US Bank, N.A.

Legal Services

The District's legal counsel, Latham, Luna, Eden & Beaudine LLP, provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Assessment Roll Services

The District has contracted with Governmental Management Services - Central Florida, LLC for the collection of prepaid assessments, maintaining Lien Book, updating the District's Tax Roll and levying the annual assessment.

Auditing Services

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt. The District is contracted with Berger, Toombs, Elam, Gaines & Frank

Arbitrage Rebate Calculation

The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds. The District is contracted with AMTEC.

District Management Fees

The District has contracted with Governmental Management Services – Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financials reporting, annual audits, etc.

Information Technology

Represents various cost of information technology with Governmental Management Services – Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida, LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Insurance – Professional Liability

The District's general liability and public officials liability coverage are provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Telephone

Telephone and fax machine.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

Postage

Mailing of Board Meeting Agenda's, checks for vendors, and any other required correspondence.

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, correspondence, stationary, etc.

Office Supplies

Any supplies that may need to be purchased during the Fiscal Year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity. This is the only expenditure for this line item.

Contingency

Accounts for any fees or expenditures relating to the district that do not fall under the other budgeted administrative expenditures including bank fees.

OPERATIONS & MAINTENANCE

Field Management

The District has contracted with Governmental Management Services - Central Florida for general maintenance services.

Description	Monthly	Annually
Field Management	\$4,748	\$56,976
TOTAL		\$56,976

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Utility Services

Utility Services

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc. The District maintains the following accounts with Duke Energy.

Description	Monthly	Annually
13251 Chelonia Parkway Ct Sign 1	\$30	\$360
13251 Chelonia Parkway Ct Sign 2	\$30	\$360
13251 Chelonia Parkway Ct Sign 3	\$30	\$360
13251 Chelonia Parkway Ct Sign 4	\$30	\$360
13251 Chelonia Parkway Ct Entrance Sign	\$92	\$1,100
13252 Chelonia Parkway Ct Sign 5	\$30	\$360
14064 Chelonia Parkway Ct Pump	\$25	\$300
14901 Chelonia Parkway Lift	\$200	\$2,400
14312 Chelonia Parkway	\$700	\$8,400
TOTAL		\$14,000

Street Lights - Usage

The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries. The District maintains the following account with Duke Energy.

Description	Monthly	Annually
000 Chelonia Parkway Ct Lite	\$450	\$5,400
TOTAL		\$5,400

Street Lights - Lease & Maintenance Agreement

The District may budget for its streetlights lease separately. The District maintains the following account with Duke Energy.

Description	Monthly	Annually
000 Chelonia Parkway Ct Lite	\$4,583	\$55,000
TOTAL		\$55,000

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Water Service – Reuse Water

The District may incur expenditures related to the use of reclaimed water for irrigation. The District maintains the following account with Orange County Utilities.

Description	Monthly	Annually
14064 Chelonia Parkway	\$3,583	\$43,000
TOTAL		\$43,000

SFWMD Water Use Compliance Report

Expenditures related for compliance reporting for the application of Consumptive Water Use Permits with South Florida Water Management District.

Stormwater Control – Bonnet Creek Resort

OC/Dep Quarterly Well Monitoring Report

The District expenditures related to quarterly well monitoring report.

Wetland & Upland Monitoring Services - (BDA)

Include reviews of nuisance/exotic (N/E) plant species maintenance associated with the on-site wetland and upland preservation areas.

Description	Annually
BDA Environmental Consultants	\$5,000
TOTAL	\$5,000

Pond & Embankment Aquatic Treatment – (AWC)

1) Provide chemical/manual treatments 9 times per year to control undesirable aquatic plants and algae growing in pond 2. Control nuisance and exotic species growing along 6811 lf of fence line. Control nuisance and exotic species growing along 33418 lf of slopes and wetland edges to 15' in. Control of all vegetation growing within 5' of outfall structures.

2) Selective spot spraying techniques will be utilized to avoid impacting native vegetation.

3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.

Bonnet Creek Resort

Community Development District

General Fund Budget
FISCAL YEAR 2024

Irrigation Pond Treatment – (Solitude)

The District has contract with Solitude Lake Management to provide pond maintenance services on one irrigation pond. Services include aquatic weed control, shoreline weed control and water quality monitoring.

Description	Monthly	Annually
Solitude Lake Management	\$241	\$2,892
TOTAL		\$2,892

Nuisance/Exotic Species Maintenance – (AWC)

Includes supervisory oversight of the nuisance/exotic (*N/E*) plant species management (to include the hand-removal and or herbicide treatment of *N/E* plant species) and maintenance if necessary.

Stormwater Control – Crosby Island Marsh

Nuisance/Exotic Species Maintenance – (AWC)

1) Provide chemical/manual treatments to control nuisance and exotic species within Crosby Island Mitigation Site 3 times per year. Treatments to be completed with a combination of airboat in the wet season and field crews during the dry season.

2) Selective spot spraying techniques will be utilized to avoid impacting native vegetation.

3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.

Description	Per Visit	Annually
Aquatic Weed Control (Wetlands) – 3 Visits	\$2,575	\$7,725
TOTAL		\$7,725

Nuisance/Exotic Species Maintenance – (BDA)

Includes supervisory oversight of the nuisance/exotic (*N/E*) plant species management (to include the hand-removal and or herbicide treatment of *N/E* plant species) and maintenance.

Description	Annually
BDA Environmental Consultants	\$4,500
TOTAL	\$4,500

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Embankment Mowing

Mowing of conservation berms surrounding wetland and mitigation areas.

Other Physical Environment

Property Insurance

Represents the District's share of the annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Entry, Fence, Walls & Gates Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

Pump Station Maintenance

Expenditures incurred for Pump station maintenance.

Pump Station Repairs

Expenditures incurred for Pump station repairs.

Landscape & Irrigation Maintenance

The District contracted with Yellowstone Landscape to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation Maintenance.

Description	Monthly	Annually
Yellowstone - Landscape Maintenance	\$17,325	\$207,900
TOTAL		\$207,900

Irrigation Repairs

Expenditures incurred for irrigation repairs.

Landscape Replacement

Expenditures related to replacement of turf, trees, shrubs etc.

Bonnet Creek Resort Community Development District

General Fund Budget
FISCAL YEAR 2024

Lift Station Maintenance

Expenditures incurred for yearly preventative maintenance and any additional repairs to the lift station and generator.

Description	Quarterly	Annually
Lift Station Preventative Maintenance	\$300	\$1,200
Generator Preventative Maintenance		\$1,250
Contingency		\$2,550
TOTAL		\$5,000

Road & Street Facilities

Roadway Repair and Maintenance

Expenditures related to the repair and maintenance of roadways owned by the District if any.

Highway Directional Signage – (R&M)

Highway Directional Signage expenditures which may not fit into any defined category in this section of the budget.

Roadway Directional Signage – (R&M)

Roadway Directional Signage expenditures which may not fit into any defined category in this section of the budget.

Sidewalk/Curb Cleaning

Estimated cost for pressure washing the District owned sidewalks throughout the community.

Contingency

Monies collected and allocated for expenditures that the District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Transfer Out - Capital Reserve

Monies collected and allocated for the future repair and replacement of various capital improvements.

Bonnet Creek Resort
Community Development District
Proposed Budget
Debt Service Fund Series 2016

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<u>Revenues</u>					
Assessments - Direct Billed	\$ 2,110,462	\$ 2,101,025	\$ -	\$ 2,101,025	\$ 2,110,462
Interest Income	\$ -	\$ 39,925	\$ 6,000	\$ 45,925	\$ -
Carry Forward Surplus	\$ 12,778	\$ 15,543	\$ -	\$ 15,543	\$ 61,468
Total Revenues	\$ 2,123,240	\$ 2,156,493	\$ 6,000	\$ 2,162,493	\$ 2,171,929
<u>Expenditures</u>					
<u>General & Administrative:</u>					
Interest - 11/1	\$ 433,013	\$ 433,013	\$ -	\$ 433,013	\$ 405,225
Principal - 5/1	\$ 1,235,000	\$ 1,235,000	\$ -	\$ 1,235,000	\$ 1,295,000
Interest - 5/1	\$ 433,013	\$ 433,013	\$ -	\$ 433,013	\$ 405,225
Total Expenditures	\$ 2,101,025	\$ 2,101,025	\$ -	\$ 2,101,025	\$ 2,105,450
Net Change in Fund Balance	\$ 22,215	\$ 55,468	\$ 6,000	\$ 61,468	\$ 66,479

Bonnet Creek
Community Development District
Series 2016 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 18,010,000.00	\$ -	\$ 405,225.00	\$ 2,105,450.00
05/01/24	\$ 18,010,000.00	\$ 1,295,000.00	\$ 405,225.00	
11/01/24	\$ 16,715,000.00	\$ -	\$ 376,087.50	\$ 2,107,175.00
05/01/25	\$ 16,715,000.00	\$ 1,355,000.00	\$ 376,087.50	
11/01/25	\$ 15,360,000.00	\$ -	\$ 345,600.00	\$ 2,106,200.00
05/01/26	\$ 15,360,000.00	\$ 1,415,000.00	\$ 345,600.00	
11/01/26	\$ 13,945,000.00	\$ -	\$ 313,762.50	\$ 2,107,525.00
05/01/27	\$ 13,945,000.00	\$ 1,480,000.00	\$ 313,762.50	
11/01/27	\$ 12,465,000.00	\$ -	\$ 280,462.50	\$ 2,110,925.00
05/01/28	\$ 12,465,000.00	\$ 1,550,000.00	\$ 280,462.50	
11/01/28	\$ 10,915,000.00	\$ -	\$ 245,587.50	\$ 2,111,175.00
05/01/29	\$ 10,915,000.00	\$ 1,620,000.00	\$ 245,587.50	
11/01/29	\$ 9,295,000.00	\$ -	\$ 209,137.50	\$ 2,113,275.00
05/01/30	\$ 9,295,000.00	\$ 1,695,000.00	\$ 209,137.50	
11/01/30	\$ 7,600,000.00	\$ -	\$ 171,000.00	\$ 2,117,000.00
05/01/31	\$ 7,600,000.00	\$ 1,775,000.00	\$ 171,000.00	
11/01/31	\$ 5,825,000.00	\$ -	\$ 131,062.50	\$ 2,117,125.00
05/01/32	\$ 5,825,000.00	\$ 1,855,000.00	\$ 131,062.50	
11/01/32	\$ 3,970,000.00	\$ -	\$ 89,325.00	\$ 2,118,650.00
05/01/33	\$ 3,970,000.00	\$ 1,940,000.00	\$ 89,325.00	
11/01/33	\$ 2,030,000.00	\$ -	\$ 45,675.00	\$ 2,121,350.00
05/01/34	\$ 2,030,000.00	\$ 2,030,000.00	\$ 45,675.00	
	\$ 18,010,000.00	\$ 5,225,850.00	\$ 23,235,850.00	

Bonnet Creek Resort
Community Development District
Proposed Budget
Capital Projects Fund

Description	Adopted Budget FY2023	Actuals Thru 7/31/23	Projected Next 2 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Transfer In - Capital Projects	\$ 313,795	\$ -	\$ 414,368	\$ 414,368	\$ 953,672
Interest Income	\$ 50	\$ 10,837	\$ -	\$ 10,837	\$ 50
Carry Forward Surplus	\$ 526,392	\$ 578,452	\$ -	\$ 578,452	\$ 696,278
Total Revenues	\$ 840,237	\$ 589,290	\$ 414,368	\$ 1,003,657	\$ 1,650,000
Expenditures					
<u>General & Administrative:</u>					
Chelonia Parkway Paving	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Offsite Wayfinding Signs	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Improvement	\$ -	\$ -	\$ 26,864	\$ 26,864	\$ -
Entry Monument	\$ -	\$ 70,475	\$ 210,000	\$ 280,475	\$ -
Crosby Island Berm Repair	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Contingency	\$ 840,237	\$ 40	\$ -	\$ 40	\$ -
Total Expenditures	\$ 840,237	\$ 70,515	\$ 236,864	\$ 307,379	\$ 1,650,000
Net Change in Fund Balance	\$ -	\$ 518,775	\$ 177,503	\$ 696,278	\$ 0

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

Total O & M Assessment	\$1,551,000
Total DS Assessment	\$2,110,462

<u>PRODUCT TYPE (PARCEL)</u>	<u>ALLOCATION OF ASSESSMENTS</u>	<u>TOTAL OPERATIONS AND MAINTENANCE ASSESSMENT</u>	<u>ALLOCATION OF DEBT ASSESSMENTS</u>	<u>TOTAL SERIES 2016 DEBT SERVICE ASSESSMENT</u>	<u>TOTAL FY 2023/2024 ASSESSMENT PER PARCEL</u>
Timeshare (A)	36.10%	\$559,957.45	0.00%	\$0.00	\$559,957.45
Timeshare (B)	5.29%	\$81,992.43	8.27%	\$174,610.27	\$256,602.70
Hotel (B)	6.61%	\$102,592.06	10.35%	\$218,479.04	\$321,071.10
Hotel (C/D)	20.83%	\$323,042.24	32.60%	\$687,906.28	\$1,010,948.52
Timeshare (E)	17.28%	\$267,935.21	27.04%	\$570,577.65	\$838,512.86
Hotel (F)	8.93%	\$138,442.24	13.97%	\$294,816.96	\$433,259.20
Golf Course (G)	4.97%	\$77,038.16	7.77%	\$164,071.33	\$241,109.49
	<u>100.00%</u>	<u>\$1,550,999.79</u>	<u>100.00%</u>	<u>\$2,110,461.53</u>	<u>\$3,661,461.32</u>

FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

Timeshare (A)	36.10%	\$341,088.07	0.00%	\$0.00	\$341,088.07
Timeshare (B)	5.29%	\$49,944.23	8.27%	\$174,610.27	\$224,554.50
Hotel (B)	6.61%	\$62,492.12	10.35%	\$218,479.04	\$280,971.16
Hotel (C/D)	20.83%	\$196,775.40	32.60%	\$687,906.28	\$884,681.68
Timeshare (E)	17.28%	\$163,207.95	27.04%	\$570,577.65	\$733,785.60
Hotel (F)	8.93%	\$84,329.62	13.97%	\$294,816.96	\$379,146.58
Golf Course (G)	4.97%	\$46,926.42	7.77%	\$164,071.33	\$210,997.75
	<u>100.00%</u>	<u>\$944,763.81</u>	<u>100.00%</u>	<u>\$2,110,461.53</u>	<u>\$3,055,225.34</u>

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT INCREASE

Timeshare (A)	36.10%	\$218,869.38	0.00%	\$0.00	\$218,869.38
Timeshare (B)	5.29%	\$32,048.20	8.27%	\$0.00	\$32,048.20
Hotel (B)	6.61%	\$40,099.94	10.35%	\$0.00	\$40,099.94
Hotel (C/D)	20.83%	\$126,266.84	32.60%	\$0.00	\$126,266.84
Timeshare (E)	17.28%	\$104,727.26	27.04%	\$0.00	\$104,727.26
Hotel (F)	8.93%	\$54,112.62	13.97%	\$0.00	\$54,112.62
Golf Course (G)	4.97%	\$30,111.74	7.77%	\$0.00	\$30,111.74
	<u>100.00%</u>	<u>\$606,235.98</u>	<u>100.00%</u>	<u>\$0.00</u>	<u>\$606,235.98</u>

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT**

FISCAL YEAR 2023/2024 O & M & DEBT SERVICE SCHEDULE

2022/2023 O & M Budget	\$944,764
2023/2024 O & M Budget	<u>\$1,551,000</u>
Total Difference	<u><u>\$606,236</u></u>

2022/2023 Debt Service Assessment	\$2,110,462
2023/2024 Debt Service Assessment	<u>\$2,110,462</u>
Total Difference	<u><u>\$0</u></u>

PER UNIT ANNUAL ASSESSMENT

	2020/2021	2021/2022	2022/2023	2023/2024	Proposed Increase/Decrease	
Debt Service - Parcel A	\$0	\$0	\$0	\$0	\$0	0%
Operations/Maintenance - Parcel A	\$310,080	\$310,080	\$341,088	\$559,957	\$218,869	64%
Total	\$310,080	\$310,080	\$341,088	\$559,957	\$218,869	64%
Debt Service - Parcel B Timeshare	\$0	\$174,610	\$174,610	\$174,610	\$0	0%
Operations/Maintenance - Parcel B	\$0	\$45,404	\$49,944	\$81,992	\$32,048	64%
Total	\$0	\$220,014	\$224,555	\$256,603	\$32,048	14%
Debt Service - Parcel B Hotel	\$387,999	\$218,479	\$218,479	\$218,479	\$0	0%
Operations/Maintenance - Parcel B	\$102,215	\$56,811	\$62,492	\$102,592	\$40,100	64%
Total	\$490,214	\$275,290	\$280,971	\$321,071	\$40,100	14%
Debt Service - Parcel C/D	\$678,998	\$687,906	\$687,906	\$687,906	\$0	0%
Operations/Maintenance - Parcel C/D	\$178,887	\$178,887	\$196,775	\$323,042	\$126,267	64%
Total	\$857,885	\$866,793	\$884,682	\$1,010,949	\$126,267	14%
Debt Service - Parcel E	\$563,189	\$570,578	\$570,578	\$570,578	\$0	0%
Operations/Maintenance - Parcel E	\$148,371	\$148,371	\$163,208	\$267,935	\$104,727	64%
Total	\$711,560	\$718,949	\$733,786	\$838,513	\$104,727	14%
Debt Service - Parcel F	\$290,999	\$294,817	\$294,817	\$294,817	\$0	0%
Operations/Maintenance - Parcel F	\$76,663	\$76,663	\$84,330	\$138,442	\$54,113	64%
Total	\$367,662	\$371,480	\$379,147	\$433,259	\$54,113	14%
Debt Service - Parcel G	\$161,947	\$164,071	\$164,071	\$164,071	\$0	0%
Operations/Maintenance - Parcel G	\$42,660	\$42,660	\$46,926	\$77,038	\$30,112	64%
Total	\$204,607	\$206,732	\$210,998	\$241,109	\$30,112	14%

EXHIBIT “B”

SECTION 5

BID DOCUMENTS
FOR THE CONSTRUCTION OF
BONNET CREEK RESORT
CHELONIA PARKWAY
RESURFACING PROJECT
ORANGE COUNTY, FLORIDA

BID
DOCUMENTS

OCTOBER 2023

FOR:

BONNET CREEK RESORT
COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA

BY:

DONALD W. McINTOSH ASSOCIATES, INC.
2200 PARK AVENUE NORTH
WINTER PARK, FL 32789

Bonnet Creek Resort Community Development District

Chelonia Parkway Resurfacing Project Orange County, Florida

Table of Contents

<u>Section</u>	<u>Description</u>
A.	Invitation to Bid
B.	Instructions to Bidders
C.	Bid Proposal
D.	Improvement Agreement
E.	Exhibits
	- Geotechnical Report

A. Invitation to Bid

ADVERTISEMENT FOR INVITATION TO BID

**Bonnet Creek Resort Community Development District
BONNET CREEK RESORT
CHELONIA PARKWAY RESURFACING PROJECT
ORANGE COUNTY, FLORIDA**

Notice is hereby given that sealed Bid Proposals will be received until 2:00 p.m. on the Date TBD, by the Bonnet Creek Resort Community Development District, c/o District Engineer, James C. Nugent, PE, Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 for Chelonia Parkway Resurfacing Project at the Bonnet Creek Resort in Orange County, Florida. Bids will be publicly opened after the 2:00 p.m. deadline.

Scope of Work:

Milling, repaving and restriping of Chelonia Parkway in the Bonnet Creek Resort, Orange County Florida. The scope consists of $\pm 6,445$ feet of a four-lane section and $\pm 2,050$ feet of a two-lane section in two (2) phases with an alternate for combination of the two phases. JCN to provide scope.

Prospective bidders are hereby advised that the Bonnet Creek Resort Community Development District will require special certifications be made by said bidder in writing, with their Bid Proposal. The prospective bidders' written certifications will be used, in part, as a basis for selecting the most responsive bidder. Prospective bidders will need to certify to the following:

- a. That the prospective bidder will be able to acquire the insurance coverages required as outlined in the contract documents.
- b. That the prospective bidder has fully and completely examined the Project Site, Owner's Form of Agreement, and Scope of Work and will execute a contract without modification to the documents as presented in the Contract Documents.

Any interested contractor shall have seventy-two (72) hours from the last published date and time on this notice to review the above stated scope of work and selection criteria and file any formal protests to either requirement with the District Engineer.

Electronic copies of Engineer's Bidding Documents may be obtained by bona fide Contractors from Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 by contacting James C. Nugent, PE at jnugent@DWMA.com Printed copies of the Bidding Documents may be obtained for the sum of \$25.00 per set. Each set will contain the Contract Documents and Plans. Make checks payable to Donald W. McIntosh Associates, Inc

Any and all questions relative to this project shall be directed in writing only to James C. Nugent, PE, of Donald W. McIntosh Associates, Inc. at 2200 Park Avenue North, Winter Park, FL 32789, jnugent@DWMA.com and must be received prior to 5:00 p.m. on [_____].

George Flint
District Manager

Run Date(s): [_____] and [_____]

B. Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. Sealed proposals will be received at a time and place designated in “Invitation to Bid” for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. Bidder is an individual, firm, or corporation submitting a proposal to the Owner for the work contemplated.
3. Proposal Forms: The Bidder shall submit his proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The Bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for. Six (6) copies of each form shall be submitted as the bid package.
4. Signature on Proposal: The Bidder must sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
5. Familiarity with Laws: The Bidder is assumed to be familiar with all Federal, State, and local laws, ordinances, rules and regulations (Orange County, RCID, South Florida Water Management District, U.S. Environmental Protection Agency and any other entity having jurisdiction in Florida) that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.
6. Examination of Drawings, Specifications and Site of Work: The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
7. Qualifications to Bidders: The contract, if awarded, will only be awarded to a responsible Bidder who is qualified by experience to do the work specified herein. The Bidder shall submit with his proposal satisfactory evidence of his experience in like work and when requested, he shall show that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner within the time limit stated in the Contract Documents.
8. Disqualification of Bidders: No Bidder shall submit more than one proposal, and reasonable grounds for believing that a Bidder is interested in more than one proposal for the same work will cause rejection of all proposals in which such Bidder, or Bidders, are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders and no participants in such collusion will be considered in future proposals for the same work.

9. Right to Reject Proposal: The Bonnet Creek Resort Community Development District reserves the right to reject any or all proposals or portions of proposals and to disregard technical errors.
10. Award of Contract: The Bonnet Creek Resort Community Development District reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to readvertise for all or part of the work contemplated. The Bonnet Creek Resort Community Development District reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items.
11. Execution of the Agreement: The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement entering into contract with the Bonnet Creek Resort Community Development District, and return it to the Bonnet Creek Resort Community Development District within ten (10) days. No contract shall be considered binding upon the Bonnet Creek Resort Community Development District until it has been properly executed.
12. Withdrawal of Proposal: A Bidder may withdraw his proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the Bonnet Creek Resort Community Development District and his proposal will be returned to him unopened. No bid may be withdrawn after opening.
13. No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to James C. Nugent, PE. c/o Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 or via email to jnugent@dwma.com and to be given consideration must be received no later than 5:00 p.m. TBD. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed by overnight, registered or certified mail to all prospective Bidders (at the respective addresses furnished for such purposes) not later three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to acknowledge receipt of any such Addendum in the space provided in the Bid Form shall not relieve the Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.
14. Qualifications: The Contractor is to submit as part of its bid the following: A list of three resurfacing projects of equal or greater size and complexity which have been completed within the last five (5) years. Reference for each project shall include the current contact person and phone number. **Failure to meet these qualifications or failure to include this information with the Contractors Bid submittal will result in the Contractor being disqualified from consideration.**

C. Bid Proposal

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT

BID PROPOSAL **BONNET CREEK RESORT** **CHELONIA PARKWAY RESURFACING PROJECT** **Orange County, Florida**

TO: Bonnet Creek Resort Community Development District

FROM: _____

In response to your Invitation to Bid, the undersigned hereby submits our Bid Proposal for the Bonnet Creek Resorts Chelonia Parkway Resurfacing Project improvements within the Bonnet Creek Resort Community Development District. This Bid Proposal has been prepared and submitted subject to the conditions and requirements set forth by the Request for Proposal, Plans, Specifications and other applicable Contract Documents, including all Addenda. All of the aforementioned documents, so far as they relate to this Bid Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to perform the work stipulated for the lump sum given by the Bid Summary and the lump sum prices given by the Bid Schedule, that is a part hereof.

The undersigned has carefully checked the Bid Schedule against the Request for Proposal, Contract Plans, and Specifications before preparing this Proposal and accepts them as correctly listing the complete work to be done in accordance with the Request for Proposal, Plans, and Specifications.

The undersigned Bidder has examined the entire Request for Proposal, Plans, and Specifications, General and Special Conditions, and other Contract Documents and all addenda and is acquainted with and fully understands the extent and character of the Work covered by this Bid Proposal and the specified requirements for the Work. Further, the Bidder has examined the work site and conditions and is fully informed as to conditions at this site.

The undersigned Bidder certifies that no officer or agent of the Bonnet Creek Resort Community Development District is directly or indirectly interested in this Bid.

The undersigned Bidder states that this Bid Proposal is made in conformity with the Request for Proposal and Contract Documents and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Request for Proposal and Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that he has carefully examined the project site and conditions, made his own measurements and calculations, and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Bonnet Creek Resort Community Development District against any cost, damage or expense which may be incurred or caused by an error in his preparation of same.

The undersigned acknowledges, by execution of this Bid Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Bid Proposal to honor all pricing information one hundred twenty (120) days from that date of the Proposal opening, and if awarded the contract on the basis of this Bid Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive, or fraudulent statements on the proposal constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension, or revocation of a proposal for work for the Bonnet Creek Resort Community Development District.

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT

BID FORM SUMMARY
BONNET CREEK RESORT
CHELONIA PARKWAY RESURFACING PROJECT
Orange County, Florida

Furnish and install all material, equipment, and labor for the work complete and acceptable for milling, repaving and restriping of Chelonia Parkway in the Bonnet Creek Resort, Orange County Florida, including $\pm 6,445$ feet of a four-lane section and $\pm 2,050$ feet of a two-lane section in two (2) phases with an alternate for combination of the two phases as contained in the Bid Documents and as outlined in the attached itemized Bid Forms for the total lump sum of:

Proposed Lump Sum
Chelonia Parkway Resurfacing Project

Total Lump Sum

_____ \$ _____
(In Words) (In Figures)

Note: These lump sum amounts must match the extended total prices on the attached itemized Bid Form.

BID FORM					
BONNET CREEK RESORT					
CHELONIA PARKWAY RESURFACING					
Orange County, Florida					
Bids Due: XX/XX/2023 at 2:00 p.m.					
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	TOTAL COST
PHASE 1 - 4 LANE SECTION					
100	GENERAL				
101	Permits		LS		\$0.00
102	Payment and Performance Bond (115%)		LS		\$0.00
103	Maintenance Letter of Credit (10%)		LS		\$0.00
104	Mobilization		LS		\$0.00
105	Geotechnical Testing (Orange County Standards)		LS		\$0.00
106	Erosion and Sediment Control		LS		\$0.00
	Subtotal				\$0.00
PAVEMENT					
200	PAVING - 4 LANE SECTION				
201	2" FDOT Asphalt Type SP 12.5 In place, Compacted	36,900	SY		\$0.00
202	Milling Existing Pavement Between 1" - 2"	36,900	SY		\$0.00
203	Base Repair (4" SP 12.5) (10% Allowance)	3,690	SY		\$0.00
204	Pavement Marking (6" Paint; Yellow/White)	40,148	LF		\$0.00
205	Pavement Marking (Paint Arrows and Messages (white))	44	EA		\$0.00
	Subtotal				\$0.00
PHASE 2 - 2 LANE SECTION					
300	GENERAL				
301	Permits		LS		\$0.00
302	Payment and Performance Bond (115%)		LS		\$0.00
303	Maintenance Letter of Credit (10%)		LS		\$0.00
304	Mobilization		LS		\$0.00
305	Geotechnical Testing (Orange County Standards)		LS		\$0.00
306	Erosion and Sediment Control		LS		\$0.00
	Subtotal				\$0.00
PAVEMENT					
400	PAVING - 2 LANE SECTION				
401	2" FDOT Asphalt Type SP 12.5 In place, Compacted	6,420	SY		\$0.00
402	Milling Existing Pavement Between 1" - 2"	6,420	SY		\$0.00
403	Base Repair (4" SP 12.5) (10% Allowance)	650	SY		\$0.00
404	Pavement Marking (6" Paint; Yellow/White)	7,091	LF		\$0.00
	Subtotal				\$0.00
1000	BID ALTERNATE (Phases 1 and 2 Combined)				
1001	Deduct		LS		\$0.00
	Subtotal				\$0.00
GRAND TOTAL					\$0.00

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT

ADDENDA ACKNOWLEDGEMENT
BONNET CREEK RESORT
CHELONIA PARKWAY RESURFACING PROJECT
Orange County, Florida

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Bidder shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, bidder shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total bid price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start construction of this project within ten (10) calendar days after notice of award of contract and notice to proceed, and to guarantee final completion of the work within one hundred twenty (120) calendar days thereafter. No additional time will be granted for the completion of the work. Liquidated damages will be assessed in the amount of Five Hundred and No/100 Dollars (\$500.00) for each calendar day beyond the dates established above.

The Owner reserves the right to waive any informalities or to reject any or all bids.

This bid made by and on behalf of:

Bidder: _____ Date: _____

Address: _____ By: _____

_____ Date: _____

Type Name and Title

Florida Construction Industry Board License No.: _____

D. Agreement

IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (this “Contract”) is made effective as of the _____ day of _____, 2023, (the “Effective Date”) by and between the **Bonnet Creek Resort Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “District”) and _____, a Florida corporation (the “Contractor”).

Background

A. District was established by an ordinance adopted by Orange County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to roads, streets and associated surface water management, utilities, landscaping, irrigation, entry features and other infrastructure.

B. District is undertaking the development of real property within the District, which consists generally of **Chelonia Parkway Resurfacing Project for the Bonnet Creek Resort Community Development District** as more particularly described in the Proposal and the Plans defined below (the “Project”).

C. District desires to retain Contractor to provide certain construction and other services and activities in connection with the Project all in accordance with the plans, specifications, and other documents prepared by **Donald W. McIntosh Associates, Inc.** (the “Engineer” or “District Engineer”) and the terms and conditions of this Contract.

D. Contractor desires to perform such construction and other services and activities as more specifically described in this Contract.

In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. THE WORK OF THIS CONTRACT

1.1. Contractor shall execute the entire work described in the Contract Documents listed in ARTICLE 6 and more particularly set forth on **Exhibit “A”** of this Contract or reasonably inferable by Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents including, without limitation, all labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor’s obligations (collectively, the “Work”), except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1. The “**Date of Commencement**” shall be the Effective Date of this Contract.

2.2. Contractor shall diligently prosecute the Work and achieve Substantial Completion (as defined in Paragraph 14.2) within [_____] days of the Effective Date of this Contract, and Final Completion (as defined in Paragraph 5.1) within [_____] days of the Effective Date of this Contract, subject to any extensions of time provided herein. The dates for Substantial Completion and Final Completion are hereinafter sometimes individually and collectively referred to herein as the “**Contract Time**.” The parties agree that it would be extremely difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix the actual damages District would incur should

Contractor delay in achieving Substantial Completion or Final Completion, or both, on or before the dates established. Accordingly, the parties agree that if Contractor fails to so achieve Substantial Completion and/or Final Completion by the dates established for the same pursuant to this ARTICLE 2, then District shall be entitled to recover liquidated damages in the amount of Five Hundred and No/100 Dollars (\$500.00) for each calendar day beyond the dates established hereunder until Substantial Completion and/or Final Completion is achieved.

2.3. Within ten (10) days of the Effective Date of this Contract, Contractor shall submit to the Engineer and District for approval a detailed schedule of Contractor's operations showing that they conform to the Contract Time ("**Contractor's Detailed Schedule**"). Contractor's Detailed Schedule shall be attached hereto as **Exhibit "B"** and become a part of the Contract. In general, the Work shall be so scheduled as to expedite the completion of the Work and to interfere as little as possible with the operations of District and other contractors.

ARTICLE 3. CONTRACT SUM

3.1. District shall pay Contractor in current funds for Contractor's proper performance of the Contract and the completion of the Work, the Contract Sum (including general conditions and Contractor's overhead and profit) in an amount equal to (\$ _____), subject to authorized additions and deductions as provided in the Contract Documents. The parties acknowledge that Contractor's proposal attached hereto as **Exhibit "C"** (the "**Proposal**") contains a schedule of values, quantity estimates prepared by the Contractor and reviewed by the District Engineer and Engineer. In the event that the actual field quantities certified by Contractor vary from the estimates, Contractor will be responsible for any additional material necessary to complete the Work. Contractor's unit costs specified in the Proposal shall be considered complete and includes, without limitation, all materials, equipment, labor, installation costs, overhead and profit. This Contract is a lump sum contract. The parties therefore acknowledge that Contractor's lump sum cost breakdowns specified in the Proposal have been provided solely for the purpose of establishing the amounts set forth in Applications for Payment and unit prices for additional work to be provided pursuant to Change Orders.

ARTICLE 4. PROGRESS PAYMENTS

4.1. Based upon Applications for Payment substantially in the form of a standard EJCDC Document C-620 Pay Application, attached as **Exhibit "D,"** submitted to District Engineer by Contractor, including all supporting documentation as hereinafter provided, and Certificates for Payment (also referred to as the Certification of Contractor) as included within the Pay Application, when reviewed and recommended by District Engineer, District shall make progress payments on account of the Contract Sum to Contractor as provided below and elsewhere in the Contract Documents. Each Application for Payment shall cover one (1) calendar month, the first such period commencing on the Date of Commencement of this Contract and ending at the end of such month. Contractor shall submit to District Engineer for approval an Application for Payment on account of the Contract Sum in proportion to Work completed through the last day of the month prior to the current month in which the application is made. Each Application for Payment shall show the percentage of completion of the Work based upon Contractor's estimate of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work during the period commencing on the date covered by the preceding Application for Payment (or the Effective Date of this Contract if no payments have been made) and ending on the last day of the month for which the Application for Payment is made (the "**Application Period**"). Except as otherwise expressly provided herein, no payment will be made for materials stored, whether on- or off-site, and in order for payment to be made for materials, they must be incorporated in the Work. Contractor's estimate of the percentage of completion shall be subject to final review and certification by Engineer and District Engineer

and approval by District. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to District and in compliance with applicable Florida Statutes:

4.1.1. A duly executed and acknowledged Contractor's Sworn Statement showing all subcontractors and material suppliers of all tiers (hereinafter "**Subcontractors**") with whom Contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any Subcontractor in the Application for Payment and the amount to be paid to the Subcontractor from such progress or final payment, together with duly executed Waivers of Construction Liens from all Subcontractors and, where appropriate, from sub-Subcontractors;

4.1.2. Duly executed Waivers of Construction Liens from Contractor and all Subcontractors, establishing payment or satisfaction of the payment requested by Contractor in the Application(s) for Payment; and

4.1.3. Such other information, documentation and materials as District or District Engineer may require.

4.2. District Engineer shall review each Application for Payment and the supporting documentation and shall submit to District the Certificate for Payment certifying the amounts owed Contractor based on the percentage of completion of the Work for the Application Period, or reject the Application for Payment and return it to Contractor, together with a written explanation of the basis of District Engineer's rejection thereof. If the Application for Payment and all supporting documentation is in accordance with the Contract Documents, payment shall be made to Contractor on or about the thirtieth (30th) day of the month in which such Application for Payment and Certificate for Payment is received. An Application for Payment received after the tenth (10th) of the month shall be payable in the subsequent month provided all conditions for payment have been satisfied. The amount paid pursuant to each Application for Payment shall be ninety percent (90%) of the amount certified by District Engineer in the applicable Certificate for Payment. District shall be entitled to retain ten percent (10%) of the value of the Work as certified by District Engineer as having been completed to assure the faithful performance of the Work and the other obligations hereunder by Contractor (hereinafter referred to as the "**Retainage**"). Any Retainage (less any amounts District is otherwise entitled to withhold pursuant to the Contract Documents) shall be paid to Contractor at the time of final payment.

4.3. District Engineer may decline to certify payment and may withhold the Certificate for Payment in whole or in part to the extent necessary to reasonably protect District, if in District Engineer's opinion, District Engineer is unable to certify that the quality and quantity of the Work is in accordance with the Contract Documents and the Application for Payment. District Engineer may also decline to certify a payment or, because of subsequently discovered evidence or subsequent observations, District Engineer may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in District Engineer's opinion, to protect District from loss because of (1) defective Work not remedied; (2) third-party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of Contractor to make payments properly to Subcontractors 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 District or another contractor; (6) reasonable evidence that the Work (or any portion thereof) will not be completed within the time periods specified herein; or (7) persistent failure by Contractor to carry out the Work in accordance with the Contract Documents.

4.4. District shall have the right (but not the obligation), at any time, without further notice to Contractor, to pay directly or by joint check any laborers, Subcontractors or other persons or entities who

are either listed in Contractor's Sworn Statement or who have filed a lien or notice to owner under the Florida Construction Lien Law.

ARTICLE 5. FINAL PAYMENT

5.1. Final payment, constituting the entire unpaid balance of the Contract Sum including the Retainage, shall be made by District to Contractor pursuant to an Application for Payment submitted by Contractor after the date when Contractor shall have completed all Work of the Contract in accordance with the Plans and Specifications described in **Exhibit "E"** hereof, District Engineer having first received notice of acceptance of the work by Engineer who shall have certified that the Work has been completed in accordance with the Contract Documents and is capable of being beneficially occupied or used for its intended purpose, Contractor's obligations are fully performed in accordance with the Contract Documents, a satisfactory final inspection has been completed by the applicable governmental authorities, including, without limitation, Orange County, Contractor has obtained a certificate of completion therefor and all punchlist items have been completed to Engineer, Orange County and District's satisfaction ("**Final Completion**"). In addition, before final payment is due, Contractor shall deliver certain items to District, including, but not limited to, (1) all maintenance and operating manuals, (2) As-Built Drawings signed and sealed by a Professional Land Surveyor reflecting "as-built" conditions, including the location of any concealed utilities, mechanical or electrical systems and components along with an AutoCAD digital file of the as-builts, (3) any special guarantees or warranties required by the Contract Documents, (4) assignments of all guarantees and warranties from Subcontractors, vendors, suppliers or manufacturers, (5) a list of the names, addresses, and telephone numbers of all Subcontractors and any other persons providing guarantees and warranties, (6) satisfactory evidence that all testing requirements have been met, and (7) if requested and paid for by District, any bonds.

ARTICLE 6. ENUMERATION OF CONTRACT DOCUMENTS

6.1. The Contract Documents are enumerated on **Exhibit "A"** hereto.

6.2. In the event anything contained in any of the other Contract Documents conflicts with the terms and conditions of this Contract, the terms and conditions of this Contract shall govern and control.

ARTICLE 7. CONTRACT DOCUMENTS

7.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In general, the Plans will show dimensions, positions, type of construction, and the Specifications will define materials, qualities, and methods. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. The Plans shall be accurately followed as to scale, except where figures are given for dimensions, which shall in all cases, be taken in preference to the scale measurements. Large size details take precedence over small drawings in all cases. In the case of discrepancies or ambiguities between the Plans and Specifications, the Specifications shall govern. Should there be any error in the Plans or Specifications, Contractor shall notify District Engineer at once and District Engineer will issue instructions to Contractor. If Contractor proceeds without notifying District Engineer and/or complying with District Engineer's instructions, Contractor shall be fully responsible for any resulting damage or defects. For convenience, the Specifications may be arranged in various trade sections, but such segregation shall not be considered as limiting the Work of any subcontracts or trade and District will not be responsible for any division of Work by subcontracts. Unless

otherwise provided, Contractor shall be solely responsible for all subcontract arrangements of Work, regardless of the location or provision in the Specifications.

7.2. The Contract Documents shall not be construed to create a contractual relationship of any kind (i) between District Engineer and Contractor, (ii) between District and a Subcontractor or sub-Subcontractor or (iii) between any persons or entities other than District (and its assignees, if any) and Contractor.

7.3. Execution of the Contract by Contractor is a representation that Contractor has visited the Project site and become familiar with the local and any special conditions under which the Work is to be performed.

7.3.1. Contractor represents and warrants that its investigation of the Project site was performed in detail and was sufficient to disclose the condition of the Project site and all improvements thereon, and the conditions under which the Work is to be performed, including, without limitation (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) continued use and occupancy of all buildings and improvements located on or adjacent to the Project site, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues pertinent to the performance of the Work. Contractor shall make its own investigation to determine the exact location of all existing and proposed utility lines and other subsurface structures, including soil conditions, prior to doing any Work and shall not rely on any information set forth in the Plans and Specifications with respect thereto. Contractor shall be fully responsible for taking all necessary steps to avoid damage to subsurface utility lines and structures and to prevent interference or disruption of utility service.

7.4. District assumes no responsibility or liability for the physical condition or safety at the Project site or of any improvements thereon. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

7.5. Contractor hereby acknowledges and agrees that any information, materials, and test data furnished to Contractor by District or District Engineer, excepting the Plans and Specifications, are supplied solely for the convenience of Contractor. District makes no representation or warranty regarding the accuracy, completeness, or adequacy of such information, materials, and data, and Contractor must verify independently that such items are sufficient to be relied upon in connection with the Work.

7.6. District shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by Contractor to comply with the requirements of paragraph 7.3 through 7.5.

7.7. Whenever in the Specifications or Plans, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such item shall be deemed to be used for the purpose of facilitating description of the material and/or process desired and shall be deemed to be followed by the words "or District-approved equivalent."

ARTICLE 8. DISTRICT

8.1. District shall secure and pay for necessary approvals, easements, assessments and charges required for the construction; provided, however, that any approvals, easements, assessments, and charges required in connection with Contractor's construction means, methods, techniques, sequences, or procedures are solely the responsibility of Contractor, regardless of the availability of any other construction means, methods, techniques, sequences, or procedures.

8.2. If Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or in District's reasonable judgment fails to carry out the Work in accordance with the Contract Documents, District, by a written order, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of District to stop the Work shall not give rise to a duty on the part of District to exercise this right for the benefit of Contractor or any other person or entity. Notwithstanding the foregoing, however, District shall not be responsible for, and will not have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. District shall not be responsible for or have control or charge over the acts or omissions of Contractor, Subcontractors or any of their agents or employees or any other persons performing any of the Work.

8.3. District shall provide Contractor with only horizontal and vertical control for construction surveying. Construction stakeout and surveying is the responsibility of Contractor.

ARTICLE 9. CONTRACTOR

9.1. Contractor shall lay out its Work as established by the Plans and shall be responsible for all measurements and construction stakeout in connection therewith. Contractor shall, at its own expense, furnish templates, platforms, equipment, and labor that may be required in setting or laying out any part of the Work. Contractor will be held responsible for the proper execution of the Work to such lines and grades as may be established or indicated by District Engineer from time to time in the Plans and Specifications. One set of horizontal and vertical control will be provided by District Engineer at District's expense. Contractor will be responsible for the cost of any restaking of horizontal and vertical control required by Contractor. It is Contractor's responsibility to protect construction stakes for as long as they are needed. Lot corners, designated by survey laths, must be available at Final Completion to verify accuracy of As-Built Drawings. It shall also be the responsibility of Contractor to protect all other established markers or survey monuments. Should it be necessary to remove any such markers or monuments, Contractor shall have them referenced and replaced by District Engineer at the expense of Contractor.

9.2. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. 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, unless Contract Documents give other specific instructions concerning these matters. Contractor accepts the relationship of trust and confidence established between it and District under this Contract. Contractor covenants and agrees with District to furnish its best skill and judgment and to cooperate with District Engineer and any separate contractors in furthering the interests of District. Contractor further agrees to furnish efficient business administration and superintendence, to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of District.

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

9.4. Contractor shall enforce strict discipline, safety and good order among Contractor's employees and other persons carrying out the Contract.

9.5. Contractor shall furnish only skilled and properly trained staff for the performance of the Work. The key members of Contractor's staff shall be personnel agreed upon with District as follows:

Superintendent:	_____
Phone No. during working hours:	_____
Mobile Phone No.:	_____
Phone No. after hours, weekends and holidays:	_____
Senior Project Manager:	_____
Phone No. during working hours:	_____
Facsimile during working hours:	_____
Mobile Phone No.:	_____
Phone No. after hours, weekends and holidays:	_____

Such key members of Contractor's staff shall be authorized to represent Contractor in connection with all aspects of the Project, including, without limitation, decisions affecting the performance of the Work, and shall be available to respond to District on a 24-hour-a-day, seven-days-a-week basis. Such key members shall not be changed without the written consent of District, unless such personnel become unable to perform any required duties due to death, disability, or termination of employment with Contractor. District and Contractor shall agree on mutually acceptable substitute personnel, if any. In the event any such key member shall be unable to act as District's contact with Contractor during any 24-hour period, Contractor shall notify District of such key member's unavailability prior thereto and the parties shall mutually agree upon Contractor's personnel to act in a substitute contact capacity during the period of such key member's unavailability.

9.6. Contractor warrants to District and District Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by District Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.7. Contractor warrants to the District that all work shall be constructed with asbestos free materials. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Agreement, the Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the District.

9.8. Contractor warrants to the District that for any bad or defective base material, Contractor shall replace, at minimum, four (4) inches of the defective base material with new asphalt.

9.9. Unless otherwise provided in the Contract Documents, Contractor shall pay sales, consumer, use, and other similar taxes legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

9.10. Contractor shall, at its expense, give all necessary notices and cause all Work done and materials and equipment furnished pursuant to the Contract Documents to comply strictly with all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders (hereinafter referred to collectively as “**Legal Requirements**”). Further, Contractor covenants and warrants that it shall observe and comply strictly with all Legal Requirements in connection with the performance of the Work or otherwise. Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work, including, without limitation, complying with all laws, ordinances and safety regulations. Contractor shall be responsible to District for the acts and omissions of Contractor’s employees, Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with Contractor.

9.11. Contractor shall review, approve and submit to District Engineer four (4) copies of any Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents or required for the prosecution of the Work in the shop or in the field, with reasonable promptness prior to performing any Work relating to said material(s) or method(s). The Work shall be in accordance with District Engineer, Engineer and County approved submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, District Engineer shall be entitled to rely upon the accuracy and completeness of such certifications. Where specifically provided for in the Contract Documents, the inspection, testing of materials and finished articles to be incorporated in the Work shall be made by bureaus, laboratories or agencies approved by District Engineer. The cost of such inspection and testing shall be paid by District. Contractor shall furnish evidence satisfactory to District Engineer that the materials and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work. Contractor shall promptly segregate and remove rejected materials and rejected finished articles from the site of the Work. The purpose of shop drawings and other submittals is to demonstrate that Contractor understands the design concept, by indicating equipment and material it intends to furnish, and the fabrication and installation methods it intends to use. Sufficiently detailed shop drawings, supplemental drawings and technical data shall be the means to this end.

9.11.1. Contractor shall maintain at the Project site, and shall make available to District and District Engineer, one record copy of the Plans (the “**Record Drawings**”) in good order. The Record Drawings shall be prepared and updated during the prosecution of the Work. The prints for Record Drawing use will be a set of the Plans provided by District Engineer to Contractor at the start of construction. Contractor shall maintain said set in good condition and shall use colored pencils to markup said set with “record information” in a legible manner to show: (i) deviations from the Plans made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing Plans; (iv) the actual installed position of equipment, piping, conduits, utilities, etc.; and (v) such other information as either District or District Engineer may reasonably request. At the completion of the Work, Contractor shall deliver to District or District Engineer a plan showing all information included in the Record Drawings as required above and certified by a Professional Land Surveyor (the “**As-Built Drawings**”). Final payment and any Retainage shall not be due and owing to Contractor until the final As-Built Drawings above are delivered to District.

9.12. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work Contractor shall remove from and about the Project waste materials, rubbish, Contractor’s tools, construction equipment, machinery and surplus materials. Contractor acknowledges that a Stormwater Pollution Prevention Plan (“**SWPPP**”) has been created by Developer and made a part of the Plans and Specifications by reference and that Contractor is bound by the provisions of the SWPPP with respect to the Work.

9.13. Contractor shall provide District and District Engineer access to the Work in preparation and progress wherever located. Contractor will attend regularly scheduled on-site meetings held by District and District Engineer.

9.14. Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of patent rights and shall hold District harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless Contractor has reason to believe that there is an infringement of patent.

9.15. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by any actions or inactions of Contractor, and other persons employed or utilized by Contractor in the performance of this Contract or the Work or services performed thereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, 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 the Doctrine of Sovereign Immunity or by operation of law.

9.15.1. In claims against any person or entity indemnified under Paragraph 9.15 by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 9.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.16. District reserves the right to request the removal from the Work of any of Contractor's personnel or any Subcontractor or worker, who, in the reasonable discretion of District, is not properly performing its duties in accordance with the Contract Documents or is interfering with the operations of any facility on or adjacent to the Project site.

9.17. Contractor shall keep the Project site clean and free from rubbish, excess debris, surplus and waste material and shall remove the same from the Project site as the Work progresses, as and when required by the Contract Documents. If Contractor fails to do so after three (3) days' notice from District, District may remove same at Contractor's expense. In the event District undertakes the removal of same from the Project site, such removal will in no way qualify or limit Contractor's obligations under the Contract Documents, including, without limitation, Contractor's indemnity obligations under Paragraph 9.13 hereof.

9.18. Contractor acknowledges and agrees that Contractor has carefully studied and analyzed the Contract Documents. Contractor agrees that Contractor's acknowledgment of the sufficiency and adequacy of the Contract Documents, in light of the conditions observed by Contractor pursuant to Paragraph 7.3 hereof, has been an inducement to District to enter into this Contract. By proceeding with the Work, Contractor indicates that: (i) all details, construction procedures and materials shown or specified in the Contract Documents are consistent with sound, standard and acceptable practices within the construction industry, and (ii) Contractor is willing and able to construct the Work in accordance with all requirements of the Contract Documents within the Contract Time and for the Contract Sum. If Contractor performs any portion of the Work knowing it to be in error or in violation of any Legal Requirement or which, from

Contractor's review of the Contract Documents, Contractor knew, or should have known, that the design of the Project or the Contract Documents contained errors, omissions, inconsistencies or discrepancies, Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

9.19. Contractor shall furnish adequate forces, equipment, materials and shall work such hours as necessary to complete the Work (or any phase thereof) within the time periods specified herein. In the event District or District Engineer determines that the progress of the Work is insufficient to assure completion of the Work (or any portion thereof) within the time periods specified herein, then Contractor, upon notice by District or District Engineer, shall take such steps as District Engineer may deem necessary to improve Contractor's progress at Contractor's sole cost and expense.

ARTICLE 10. ADMINISTRATION OF THE CONTRACT

10.1. District Engineer will assist Engineer in connection with the administration of the Contract.

10.2. District Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine if the Work is being performed in accordance with the Contract Documents. However, District Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations, District Engineer will keep District informed of progress of the Work and will endeavor to guard District against defects and deficiencies in the Work and any violation of Legal Requirements.

10.3. District Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility as provided in Paragraphs 9.2 and 16.1.

10.4. Based on District Engineer's observations and evaluations of Contractor's Applications for Payment, District Engineer will review and certify the amounts due Contractor and will issue Certificates for Payment in such amounts as herein provided.

10.5. District Engineer will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either District or Contractor. District Engineer will make recommendations to District on all claims, disputes or other matters in question between District and Contractor, but will not be liable for results of any interpretations or recommendations rendered in good faith. The Engineer's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

10.6. District Engineer will have authority to reject Work which does not conform to the Contract Documents.

10.7. District Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the engineering and design concept expressed in the Contract Documents.

ARTICLE 11. SUBCONTRACTS

11.1. Contractor shall contract with responsible Subcontractors from a list approved by District Engineer and shall take into consideration any recommendations District Engineer may make with respect

to the bids. Contractor shall not contract with any Subcontractor to whom District Engineer has made reasonable objection. Contracts between Contractor and Subcontractors shall be in writing and (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward District and District Engineer, and (2) allow the Subcontractor with respect to Contractor the benefit of all rights, remedies and redress afforded to Contractor with respect to District by these Contract Documents.

ARTICLE 12. CONSTRUCTION BY SEPARATE CONTRACTORS

12.1. District reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If Contractor claims that delay or additional cost is involved because of such action by District, Contractor shall make such claim as provided elsewhere in the Contract Documents.

12.2. Contractor shall afford separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate Contractor's construction and operations with theirs as required by the Contract Documents.

12.3. Costs caused by Contractor, delays, improperly timed activities or defective construction shall be borne by Contractor.

12.4. Contractor shall, as part of the Work, provide for the coordination of work to be performed by each separate contractor engaged by District, if any, with the Work to be performed by Contractor or its Subcontractors of any tier. Contractor shall use its best efforts to cooperate with District and all separate contractors, their subcontractors and any other entity involved in the performance of the Work. In order to cause the Work and any work to be performed by separate contractors to be completed in an expeditious manner, Contractor agrees that it will use all reasonable efforts in order to ensure that such separate contractors have a reasonable opportunity to complete their work as and when required.

12.5. If any part of the Work depends upon the proper performance of the work of a separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to District any apparent discrepancies or defects in such other work that render it unsuitable and prevent Contractor from proceeding expeditiously with the Work. Failure of Contractor to report such deficiencies or defects shall constitute an acceptance of such separate contractor's work as fit and proper to receive the Work.

12.6. If Contractor wrongfully causes damage to the Work or property of District, Contractor shall promptly remedy such damage. If Contractor wrongfully causes damage to the work or property of any separate contractor, Contractor shall promptly attempt to settle any resulting dispute or claim with such other contractor.

ARTICLE 13. CHANGES IN THE WORK

13.1. District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by District, Contractor and District Engineer, or by written Construction Change Directive signed by District and District Engineer.

13.2. The Contract Sum and Contract Time shall be changed only by Change Order. Any adjustment to the Contract Sum by Change Order shall be in a lump sum amount mutually acceptable to

District and Contractor or based upon the unit costs set forth in the Proposal attached hereto as **Exhibit “C”** or as may be more particularly described in the Schedule of Values included within **Exhibit “C”**.

13.3. The cost or credit to District from a change in the Work shall be determined by mutual agreement between District and Contractor.

13.4. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time for any concealed or unknown condition encountered in the performance of the Work if such condition:

13.4.1. is of a usual nature or does not differ materially from those ordinarily encountered and generally recognized as inherent to work of the nature provided for in this Contract;

13.4.2. is of a usual nature or does not differ materially from those conditions disclosed or which could have been investigated or were reasonably inferable from Contractor's prior Work or should have been reasonably inferable by Contractor from the Contract Documents and field conditions at the Project site; or

13.4.3. is of a nature which Contractor should reasonably have known or anticipated based on the area in which the Project is located, the type of construction involved and the practices prevalent in the construction industry.

13.4.4. Notwithstanding the foregoing, however, if Contractor makes a proper claim for an adjustment in the Contract Time or Contract Sum regarding special or concealed conditions which do not fall into the categories set forth above, District Engineer will promptly investigate such conditions. If such conditions differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, and Contractor has timely and properly made its claim, District Engineer will recommend an equitable adjustment in the Contract Time or Contract Sum, or both. If District Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in either or both of Contract Time and Contract Sum is justified, then District Engineer shall so notify District and Contractor in writing, stating the reasons. For any claim for an adjustment in the Contract Time or Contract Sum to be made properly, such claim must be made by Contractor in writing with specific detail as to the special or concealed condition, and such notice shall be given to District and District Engineer promptly before conditions are disturbed, and in no event later than five (5) days after first observance of any such conditions. If Contractor is entitled to an adjustment in the Contract Time and/or Contract Sum, Contractor shall make such claim within the five (5) day period. If such claim is not timely and properly made, it shall be considered waived. In no event shall the existence of any concealed or unknown conditions qualify or limit any of Contractor's obligations under the Contract Documents, including, without limitation, the indemnity obligations set forth in Paragraph 9.13.

13.5. If District and Contractor are unable to agree on the amount of any cost or credit to District resulting from a change in the Work, Contractor shall promptly proceed with, and diligently prosecute, such change in the Work and the cost or credit to District resulting therefrom shall be determined on the basis of the reasonable expenditures and savings of Contractor attributable to any such change. Contractor shall keep and present to District an itemized accounting, together with appropriate supporting documentation, for use in determining the cost or credit to District.

ARTICLE 14. TIME

14.1. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS CONTRACT. By executing this Contract Contractor confirms that each component

of the Contract Time is a reasonable period for performing the Work. Contractor shall diligently expedite the Work and achieve Substantial Completion and Final Completion within the applicable Contract Time.

14.2. The date of Substantial Completion is the date certified by District Engineer (in accordance with Paragraph 15.3) that the entire Work is sufficiently complete in accordance with the Contract Documents so District can possess and utilize the Work for its intended use, as evidenced by Orange County's willingness to issue such approvals, certifications or similar documentation with respect to the Project. Notwithstanding anything contained in the Contract Documents, the Work shall not be deemed Substantially Complete unless and until it complies with all Legal Requirements and all requirements of the Contract Documents.

14.3. If Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond Contractor's control, or by other causes which District Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as District may determine.

14.4. Notwithstanding anything contained to the contrary in this Contract or the Contract Documents, an extension of time in which to complete the Work shall be Contractor's sole remedy for delay, any hindrance in performance of Work, loss in productivity, impact damages or other similar claims unless caused by acts constituting intentional interference by District with Contractor's performance of the Work, but only to the extent that such acts continue after Contractor's notice to District of such interference. District's reasonable exercise of any of its rights or remedies under the Contract Documents, regardless of the extent or frequency, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

14.5. Extensions in the Contract Time shall be granted only to the extent that such delay: (1) warrants an extension in the scheduled completion of the Work, (2) has not been caused by Contractor, (3) is of a duration of not less than three (3) days, (4) is grounds for an extension in the Contract Time under the Contract Documents, and (5) is in addition to any time contingency periods set forth in Contractor's critical path for completion of the Work.

ARTICLE 15. PAYMENTS AND COMPLETION

15.1. Payments shall be made as provided in ARTICLE 4 and ARTICLE 5 of this Contract.

15.2. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to District or another 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) failure in District's reasonable judgment to carry out the Work in accordance with the Contract Documents.

15.3. When District Engineer has completed its inspection of the Work and determines that the Work is Substantially Complete, District Engineer will issue a Certificate of Substantial Completion in the form attached as **Exhibit "G"**. Prior to issuance of a Certificate of Substantial Completion, however, Contractor, District, District Engineer and applicable governmental authorities shall inspect the Work and shall prepare a list of items to be completed or corrected by Contractor (the "**Punchlist**"). Such inspection and Punchlist, however, shall not relieve Contractor of its responsibility to correct any Work which is defective or does not otherwise conform with the requirements of the Contract Documents. The Certificate

of Substantial Completion shall state the responsibilities of Contractor for completion of the items on the approved Punchlist. Warranties required by the Contract Documents shall commence on the date of Final Completion. Contractor's acceptance of the Punchlist and agreement to complete the Work specified in the Punchlist within the time specified for Final Completion, shall be a condition precedent to District Engineer's issuance of its Certificate of Substantial Completion. The failure to include any item on the Punchlist shall not alter the responsibility of Contractor to complete all Work in accordance with the requirements of the Contract Documents.

15.4. Final payment shall not become due until Contractor has delivered to District a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to District to indemnify District against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to District all money that District may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

15.5. Acceptance of final payment by Contractor, a Subcontractor or material supplier shall constitute a waiver and release of all 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. The District's review of, approval and acceptance of, or payment for the materials or services required under this Contract does not operate as a waiver of any rights under this Contract, or of any cause of action arising out of the performance of this Contract. Contractor is and will always remain liable to District in accordance with applicable law for any and all damages to District caused by Contractor's negligent or wrongful provision of any of the materials or services provided under this Contract.

15.6. Contractor warrants that (1) title to all Work, materials and equipment will pass to District (or its assignee) upon the receipt of payment by Contractor, free and clear of all liens, claims, security interests or encumbrances (collectively referred to as "**liens**") and (2) Contractor shall acquire no work, materials or equipment whether directly or through a Subcontractor, subject to an agreement under which a lien is retained by the seller or otherwise imposed by Contractor, any Subcontractor or any other person or entity. Contractor also shall defend District (or its assignee), at Contractor's sole cost and expense, against any actions, lawsuits or proceedings brought against District (or its assignee) as a result of liens filed against the Project site or otherwise. Contractor hereby indemnifies, defends and holds harmless District (or its assignee) against any such liens or claims for lien and agrees to pay any judgment or lien against District (or its assignee) or District's (or District's assignee's) property resulting from any such actions, lawsuits or proceedings brought to enforce any such lien or claim.

15.6.1. Notwithstanding anything to the contrary herein contained, District reserves the right to settle any disputed construction lien claims by direct payment to the lien claimant by District, if District, in its sole discretion, determines such payments are the most economical or advantageous method of settling any dispute. Contractor shall promptly reimburse District for such payment upon demand or District may elect to deduct the amount(s) of any such payment(s) from the Contract Sum.

15.6.2. District may, in its sole discretion, release any payments withheld due to any construction lien if Contractor obtains a lien bond which is: (1) in form and substance satisfactory to District and (2) in an amount not less than One Hundred Fifty percent (150%) of such lien claim plus interest thereon at the statutory rate for a period of three years, and collateralized in a manner that is satisfactory to District. By posting a lien bond, Contractor shall not be relieved of any responsibilities or obligations under this Paragraph 15.6, including, without limitation, the duty to defend and indemnify District. The costs of any

premiums incurred in connection with such bonds shall be the responsibility of Contractor and shall not be part of or cause any increase in the Contract Sum.

15.7. Contractor shall promptly pay each Subcontractor upon receipt of payment from District out of the amount paid to Contractor on account of any Work performed by Subcontractors. District shall not have any obligation to pay or to cause payment of monies to any Subcontractor. Contractor shall not make requests for payment of monies if Contractor does not intend to pay same to Subcontractor(s).

15.8. No Certificate for Payment, nor any payment by District, nor any partial or entire use of the Project by District, shall constitute an acceptance of any Work not performed in accordance with Legal Requirements and the Contract Documents.

15.9. To the fullest extent permitted by law, Contractor covenants and agrees that no liens shall be filed or maintained by it against the Work or the Project site or premises or District's funds or otherwise, for or on account of any such Work done or labor, equipment, materials or services furnished by it in connection with any such Work.

ARTICLE 16. PROTECTION OF PERSONS AND PROPERTY

16.1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract including, but not limited to, the completion of the Work. Contractor shall use its best efforts to provide for the safety and protection of the Work, all persons who may come in contact with the Work, and all real and personal property located at or adjacent to the Project site. Without limitation to the foregoing, Contractor shall, at Contractor's sole cost and expense, take precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to:

16.1.1. employees on the Work and other persons who may be affected thereby;

16.1.2. the Work and materials and equipment to be incorporated therein; and

16.1.3. other property at the Project site or adjacent thereto.

Contractor shall give notices and comply with all Legal Requirements, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss including, without limitation, the safety recommendations set forth in Accident Prevention in Construction, latest edition published by the Associated General Contractors of America. Contractor shall promptly remedy all damage and loss to property at the site caused in whole or in part by 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, except for damage or loss attributable to acts or omissions of District or District Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor are in addition to Contractor's obligations under Paragraph 9.13.

16.2. District reserves the right to bar access to any individual for reasonable security reasons. Furthermore, District reserves the right to limit the location of entries to the Project which may be used by Contractor, Subcontractors, sub-Subcontractors, or any party for whom any of them may be responsible.

16.3. A reasonable amount of space at the Project site will be assigned to Contractor and all materials and equipment shall be kept within this area. Contractor shall be responsible for leaving the storage site in the same condition as when possession of the storage site was delivered to Contractor. In

addition, Contractor will service all site construction equipment only at a designated area within the Project that is approved by District and District Engineer.

ARTICLE 17. RISK OF LOSS AND INSURANCE

17.1. Until Final Completion, all risk of loss to the Work at the Project site shall be assumed by Contractor.

17.2. Contractor shall purchase and maintain, in a company or companies acceptable to District and lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the Project site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of District, Contractor, Subcontractors and sub-Subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

17.3. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Contractor's operations under the Contract, whether such operations be by Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified herein or in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to Contractor's obligations under Paragraph 9.13. Certificates of such insurance shall be filed with District prior to the commencement of the Work.

17.4. Each policy obtained by Contractor shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to District.

17.5. Contractor, for the protection and benefit of District and any and all of its assignees, trustees, beneficiaries, agents and employees and any other party previously identified in Paragraph 9.13 (collectively the "**Indemnitees**") shall specifically procure, pay for, and maintain, in full force and effect until final payment (unless otherwise designated), at no expense to District, the following policies of insurance to be written by an insurer acceptable to District in its sole discretion, who is qualified to do business in the State of Florida and which shall, at a minimum, afford the following types and limits of coverage:

17.5.1. Broad Form Commercial General Liability insurance written on an occurrence basis (including Premises/Operations Liability, Products and Completed Operations Liability, Independent Contractors Liability, Contractual Liability, Broad Form Property Damage Liability, Explosion, Collapse and Underground Hazard Liability and Personal Injury Liability) ("**CGL**") in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage and in the minimum amount of One Million Dollars (\$1,000,000.00) total aggregate liability;

17.5.2. Workers' Compensation Insurance in the statutory amounts and Employer's Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00);

17.5.3. Comprehensive Automobile Liability Insurance to cover owned, long-term leased, hired, and non-owned automobiles (including medical payments and uninsured motorists coverages) in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage;

17.5.4. Umbrella Liability Insurance providing coverage in excess of the limits specified above (except Workers' Compensation Insurance) in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate; and

17.5.5. Such other insurance as District may reasonably require.

If Contractor fails to purchase and maintain any insurance required under this ARTICLE 17, District may, but shall not be obligated to, upon five (5) days' written notice to Contractor, purchase such insurance on behalf of Contractor and shall be entitled to be reimbursed by Contractor promptly upon demand or deduct the amount of such premiums from the Contract Sum.

17.6. The CGL policy and the Umbrella Liability policy shall name all of the Indemnitees set forth in Paragraphs 9.13 and 17.5 as additional insureds and shall expressly provide that the interest of each Indemnitee shall not be affected by any breach by Contractor or any other Indemnitee of any policy provision. The coverage afforded under any insurance policy obtained under or pursuant to this ARTICLE 17 shall be primary to any valid and collectible insurance carried separately by any of the Indemnitees. Furthermore, all policies and certificates of insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to District in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or as evidenced by such certificate of insurance.

17.7. In addition to the foregoing insurance requirements, Contractor, at District's discretion and prior to commencing the Work, shall be required to execute, deliver to the public owner, and record in the public records of Orange County, Florida, a payment and performance bond with a surety insurer authorized to do business in Florida as surety or provide an alternative form of security as authorized under section 255.05, Florida Statutes, to remain in effect until the date of Final Completion. Contractor shall also be required, at District's expense as included in the Bid Form, to furnish a maintenance bond upon the date of Final Completion in the amount of fifteen percent (15%) of the Contract Sum, which shall remain in effect until two (2) years after the applicable governmental or quasi-governmental authorities accept full responsibility for the maintenance of the improvements constructed under this Contract ("**Governmental Acceptance**"). Such bonds shall be issued by a surety company acceptable to District and shall be substantially in the forms attached hereto as composite **Exhibit "F"** and shall name District as an obligee. Nothing in this Contract or the Contract Documents shall be deemed to require District to look to the surety in the event of a breach of, or default under the Contract Documents by Contractor or to prevent or impair the availability of any remedy otherwise available to District, at law or in equity, in the event of a breach of, or default under, this Contract by Contractor. Any and all extensions of time granted under the provisions of this Contract shall not release the sureties on any bond for the Work required herein; said bonds shall remain in full force and effect until the Final Completion of the Work and full performance of the obligations of Contractor hereunder.

17.8. Contractor's equipment shall be insured by Contractor with no obligation or liability extending to District. Contractor is solely responsible for any loss or damage to the machinery, equipment or tools owned or used by Contractor or Subcontractors in connection with the Work and must carry insurance at its own expense to cover such risk of loss. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

ARTICLE 18. CORRECTION OF WORK

18.1. Contractor, at its expense, shall promptly correct Work rejected by District Engineer or failing to conform to the requirements of the Contract Documents, whether observed before or after

Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents through the time of Governmental Acceptance. The provisions of this ARTICLE 18 apply to Work done by Subcontractors as well as to Work done by direct employees of Contractor. In addition to the costs of correcting rejected or defective Work, Contractor shall bear all costs and expenses incurred by District for the additional services of District Engineer and testing laboratories, as well as charges made by the applicable governmental authorities for any required tests or reinspections.

18.2. Nothing contained in this ARTICLE 18 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents. Establishment of the time of Governmental Acceptance, as described in Paragraph 18.1 relates only to the specific obligation of 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 Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

18.3. Contractor hereby grants to District (or its assignee), through the date of Governmental Acceptance, its unconditional warranty of the quality and adequacy of all the Work, including, without limitation, all labor, materials, and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. Upon completion of the Work, Contractor shall assign or cause to be assigned to District all manufacturers' and other warranties with respect to all Work, including, without limitation, all materials and equipment which are to be incorporated into the Project.

ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1. The Contract shall be governed by the laws of the State of Florida.

19.2. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity for whom it was intended, or if delivered at or sent by registered or certified mail to the following addresses:

If to Contractor:

Attention: _____

If to District:

Bonnet Creek Resort Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: District Manager

With a copy to:

Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Carpenter

If to District Engineer: Donald W. McIntosh Associates, Inc.
2200 Park Avenue North
Winter Park, Florida 32789-2355
Attention: James C. Nugent, PE

Notice shall be deemed effective (1) upon delivery, if personally delivered; (2) upon one (1) business day following deposit with a national overnight courier service, fee prepaid; or (3) upon two (2) business days following deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested.

ARTICLE 20. TERMINATION OF THE CONTRACT

20.1. If District Engineer fails to recommend payment for a period of forty-five (45) days from receipt of an Application for Payment through no fault of Contractor, or if District fails to make payment thereon for a period of sixty (60) days after receipt of a Certificate for Payment from District Engineer, Contractor may, upon seven additional days' written notice to District and District Engineer, terminate the Contract and recover from District payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project through the date of termination.

20.2. If Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, District, after seven days' written notice to Contractor and without prejudice to any other remedy District may have, may make good such deficiencies and may deduct the cost thereof, including compensation for District Engineer's services and expenses made necessary thereby, from the payment then or thereafter due Contractor. Alternatively, at District's option, and upon certification by District Engineer that sufficient cause exists to justify such action, District may terminate the Contract and take possession of the Project site and may finish the Work by whatever method District may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including, without limitation, the cost of procuring applicable bonds and compensation for District Engineer's services and expenses made necessary thereby, such excess shall be paid to Contractor, but if such costs exceed such unpaid balance, Contractor shall pay the difference to District.

20.3. If the cost of finishing the Work, including compensation for the additional District Engineer's services made necessary thereby, exceeds the unpaid balance of the Contract Sum, Contractor shall pay such difference to District promptly upon demand by District. The amount to be paid by Contractor to District shall be certified by District Engineer, upon application, in the manner provided in ARTICLE 15. Contractor's obligation for payment of excess costs to complete the Work shall survive the termination of the Contract.

20.4. Notwithstanding anything contained elsewhere in the Contract Documents, District may terminate Contractor for convenience upon twenty (20) days' prior written notice. In the event of such termination, District shall have the same rights and Contractor shall be entitled to the same payments as provided for in the event of termination under Paragraph 20.1 above. If District terminates this Contract as provided in Paragraph 20.2, District, in its sole discretion, may require Contractor to complete any Work necessary to facilitate transfer of Contractor's responsibilities to another contractor or to ensure that the Work is protected pending completion thereof.

20.5. Contractor hereby assigns to District any and all rights that Contractor now has or hereafter may acquire pursuant to any contracts relative to the prosecution and performance of the Work (whether subcontracts, guarantees, warranties, or otherwise), which rights District shall thereafter be entitled to

reassign to any other person or entity (whether to another general contractor, District's construction lender, or otherwise). Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed that District shall not exercise any of the rights conferred upon it by this Paragraph until and unless District shall terminate this Contract pursuant to the terms of the Contract Documents. Following such termination, District may exercise all of the rights of Contractor under the contracts relative to the prosecution and performance of the Work as provided in the Contract Documents. A provision shall be incorporated into each such contract entered into by Contractor which notifies such parties of this Paragraph and permits District to exercise its rights hereunder without creating a default under such other agreement.

ARTICLE 21. OTHER CONDITIONS OR PROVISIONS

21.1. Terms used in this Contract which are defined in the Contract Documents shall have the meanings designated in the Contract Documents. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such otherwise recognized meanings.

21.2. Except to the extent provided otherwise in the Contract Documents, including, but not limited to Paragraph 15.2 of this Contract, in the event of any dispute between District and Contractor, Contractor shall expeditiously proceed with the performance of the Work with reservation of all rights and remedies it may have at law or in equity, provided that District has made payments to Contractor as provided in the Contract Documents.

21.3. Contractor shall not assign this Contract or any of its rights hereunder without the express written consent of District, which consent may be withheld in the sole discretion of District. Any purported assignment without such written consent shall be void.

21.4. Contractor hereby agrees to consent in writing to any assignment by District. In connection with financing of this Project, Contractor and all Subcontractors of any tier shall execute and deliver any and all instruments reasonably required by District.

21.5. Contractor represents and warrants the following to District (in addition to any other representations and warranties contained elsewhere in the Contract Documents) as an inducement to District to execute this Contract:

21.5.1. that it will perform all Work called for hereunder in a good and workmanlike manner and in accordance with all Legal Requirements and the Contract Documents;

21.5.2. that it shall strictly comply with and satisfy all Legal Requirements applicable to the Work.

21.5.3. that it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations hereunder;

21.5.4. that it is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the Project, and it will perform the Work with care, skill and diligence of such a contractor;

21.5.5. that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

21.5.6. that it is authorized to do business in the State of Florida and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project; and,

21.5.7. that its execution of the Contract and its performance hereunder are within its duly authorized powers.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon Contractor by law with respect to Contractor's duties, obligations and performance hereunder. Contractor's liability hereunder shall survive District's final acceptance of and payment for the Work. All representations and warranties set forth in this Contract, including, without limitation, this Paragraph 21.5, shall survive the Final Completion of the Work or the earlier termination of this Contract. Contractor acknowledges that District is relying upon Contractor's skill and experience in connection with the Work called for hereunder.

21.6 When compliance with two or more requirements is indicated in any of the Contract Documents and when these requirements conflict in quantity or quality, Contractor shall comply with the most stringent requirement unless specifically indicated otherwise in the Contract Documents. In addition, when provisions in two or more of the Contract Documents are complementary, the more detailed provision shall control over the more general provision. It is the intent of the Contract Documents, and they shall be so construed, to require a high quality of Work and shall include all items necessary to produce the results intended by the Contract Documents and desired by District.

21.7 Whenever any provisions of the Contract Documents conflict with any agreements or regulations of any kind in force among members of any trade associations, unions, or councils, which regulate what Work shall be included in the Work of particular trades, Contractor shall make all necessary arrangements to reconsider any such conflict without delay or cost to District and without recourse to District Engineer or District, and Contractor shall take action reasonably necessary without cost to District to provide for the elimination of such conflict and the restoration of harmony among trades.

21.8 Contractor shall attend progress meetings to discuss matters pertaining to the performance of the Work, including, without limitation, procedures, progress, problems and scheduling. Such meetings shall be held as frequently as District reasonably requires.

21.9 Contractor agrees to perform the Work without causing any:

21.9.1 increase in the cost of constructing any improvements in connection with the Project premises; or,

21.9.2 delay or unreasonable interference with any construction work being performed by others in connection with the Project premises, or any portion thereof.

21.10 Should either party appoint an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Contract, the non-prevailing party in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys' fees through any appellate or bankruptcy proceeding, expended or incurred in connection therewith. The parties agree that the right to collect any such costs is separate and apart from any liquidated damages provided for herein and shall in no manner affect such liquidated damages provision.

21.11 This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

21.12 Contractor agrees to promptly comply with any order of a court having competent jurisdiction which determines that records pertaining to Contractor's provision of the Works under this Contract are "public records" which must be available to the public. Contractor agrees and acknowledges that any and all books, documents, records, correspondence or other information related to this Contract, the Services or the Subscriber's facilities may also be subject to inspection and copying by members of the public under Chapter 119, *Florida Statutes*. If Contractor does not comply with a valid public records request, that failure to comply shall be considered a default under the terms of this Contract and applicable law, and the Subscriber shall enforce the Contract accordingly. In accordance with applicable Florida law:

21.12.1 Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Subscriber in order to perform the Services.

21.12.2 Contractor shall provide the public with access to public records on the same terms and conditions that the Subscriber would provide the records, and a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

21.12.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

21.12.4 Contractor shall meet all requirements for maintaining public records and transfer, at no cost, to the District all public records in Contractor's possession upon termination of this Contract and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the District in a format that is compatible with the information technology systems of the District.

21.13 Nothing contained herein, or in the Contract, or in the Standard General Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

21.14 The Contractor shall comply with the State of Florida's E-Verify System as defined herein.

21.14.1 The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll 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 Contract immediately for cause

if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

21.14.3 By entering into this Contract, 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 Contract.

21.15 Should any provision of this Contract require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing this Contract shall not apply presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against a party who by itself or through its agents prepared the same, it being agreed that both parties hereto and their respective agents have fully and materially participated in the negotiation of the terms of this Contract.

21.16 If any one or more of the provisions of this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any valid portion of such invalid, illegal or unenforceable provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

21.17 The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Contract. Venue for all actions or proceedings relating to or arising out of this Contract shall lie in the courts in and for Orange County, Florida.

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

Attest:

**BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

WITNESSES:

CONTRACTOR

[Print Name]

Print Name: _____

[Print Name]

Its: _____

License No. _____

EXHIBIT “A”

CONTRACT DOCUMENTS

The Contract

Listing of Contract Documents (**this Exhibit “A”**)

Contractor’s Detailed Schedule (**Exhibit “B”**)

Proposal (**Exhibit “C”**)

Contractor’s Application for Payment (**Exhibit “D”**)

List of Plans and Specifications (**Exhibit “E”**)

Form of Bonds (**Exhibit “F”**)

Certificate of Substantial Completion (**Exhibit “G”**)

EXHIBIT “B”

CONTRACTOR’S DETAILED SCHEDULE

EXHIBIT “C”

PROPOSAL

(Also sometimes referred to in the Contract Documents as the “**Bid Form**”)

EXHIBIT “D”

CONTRACTOR’S APPLICATION FOR PAYMENT

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE \$
			2. Net change by Change Orders \$
			3. CURRENT CONTRACT PRICE (Line 1 ± 2)..... \$
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate) \$
			5. RETAINAGE:
			a. ____ % x \$ _____ Work Completed \$
			b. ____ % x \$ _____ Stored Material \$
			c. Total Retainage (Line 5a + Line 5b) \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$
			8. AMOUNT DUE THIS APPLICATION \$
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above) \$
TOTALS			
NET CHANGE BY CHANGE ORDERS			

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

Progress Estimate

Contractor's Application

For (contract):						Application Number:			
Application Period:						Application Date:			
A		B	Work Completed		E	F		G	
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)	
Specification Section No.	Description		From Previous Application (C + D)	This Period					
	Totals								

Stored Material Summary

Contractor's Application

For (contract):						Application Number:			
Application Period:						Application Date:			
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	
Totals									

EXHIBIT “E”

PLANS AND SPECIFICATIONS

(The Plans are also sometimes referred to in the Contract Documents as the “Drawings”)

Bonnet Creek Resort Community Development District

Bonnet Creek Resort

Chelonia Parkway Resurfacing Project

Orange County, Florida

BID SET

Schedule of Sheets

C001	Cover Sheet 9/22/23
C002	Aerial Plan 9/22/2023
C003	Overall Plan 9/22/23

Specifications

Orange County Road Construction Specifications, Latest Edition (by reference)

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition (by reference)

United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) (by reference)

Orange County Construction Term Contract No. Y22-1054A Part H Technical Provisions

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DATE: _____

BONNET CREEK RESORT CHELONIA PARKWAY RESURFACING

ORANGE COUNTY, FLORIDA

PREPARED FOR

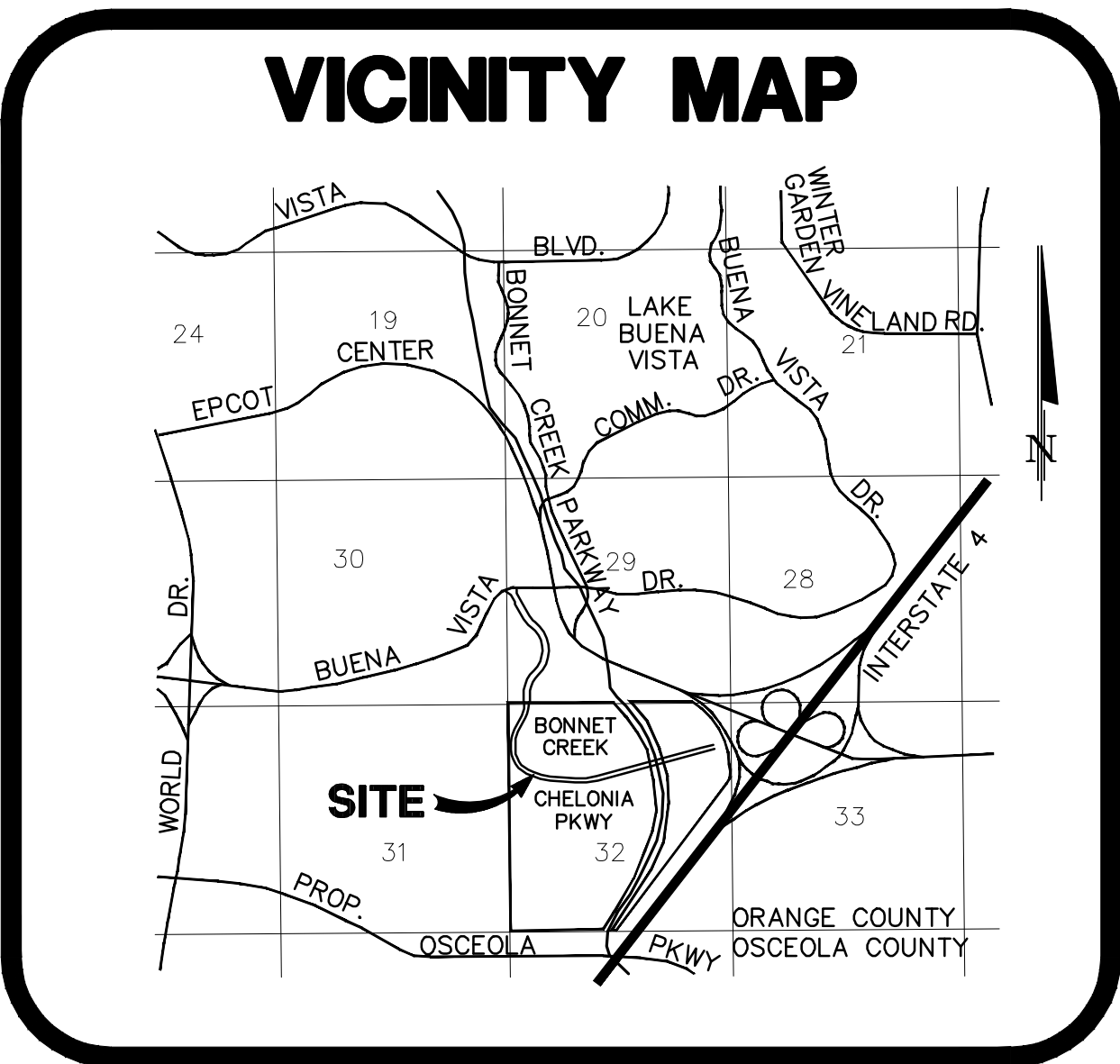
BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT

219 EAST LIVINGSTON STREET

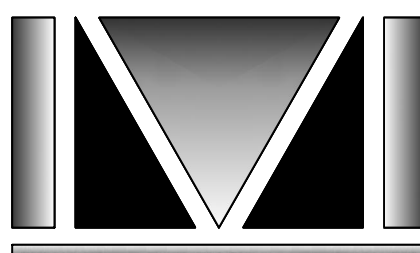
ORLANDO, FL 32801

407.841.5524

CONTACT: GEORGE FLINT



SEPTEMBER, 22 2023

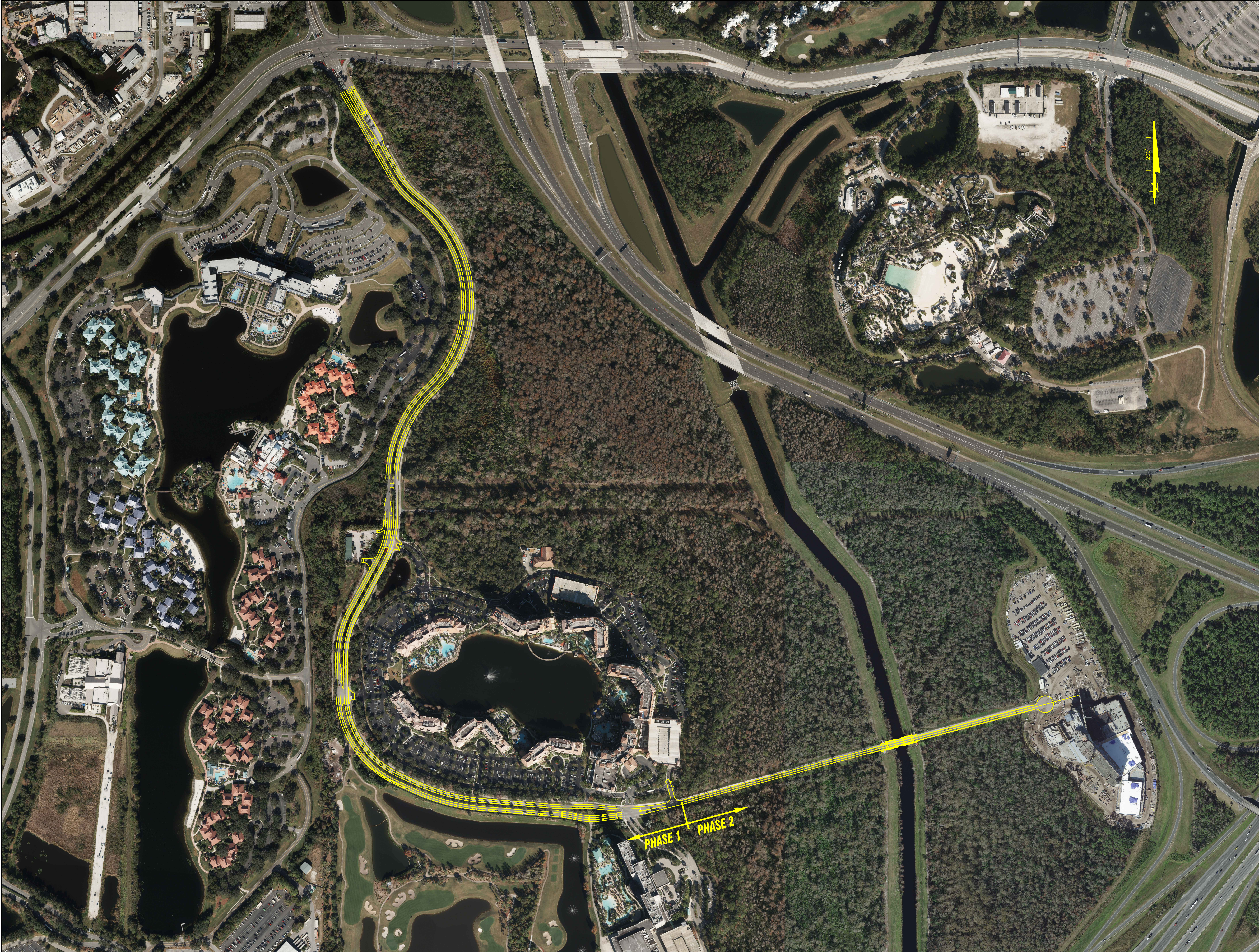


DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068

SHEET INDEX

C001	COVER SHEET
C002	OVERALL PLAN AND SECTIONS
C003	AERIAL PLAN

BONNET CREEK CHELONIA PARKWAY RESURFACING



BONNET CREEK RESORT
AERIAL PLAN
ORANGE COUNTY, FLORIDA
CHELONIA PARKWAY RESURFACING



ENGINEERS

PLANNERS

SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4068

DESIGNED BY: N/A

DATE: 9/22/23

CHECKED BY: JCN

DATE: 9/22/23

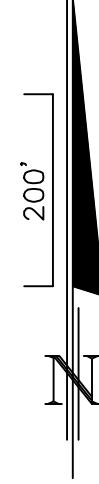
SCALE

1"=200'

JOB NUMBER

21108

REVISIONS			
NO.	DATE	DESCRIPTION	CHK.
DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68			
DATE:			



**PHASE 2 - ±6,420 SY, ±2,050 LF
MILLING/REPAVING/RESTRIPING**

PART H TECHNICAL PROVISIONS

The Contractor will furnish all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete work specified in this contract.

The Contractor shall institute a quality control plan for this contract, which he/she will make available to the County for approval. The Contractor shall be responsible for and shall verify all quality control actions to the County's Representative as directed.

Work performed under this contract and all products and asphalt mixes to be used during the performance of this contract shall conform and adhere to all applicable standards and specifications of the **Florida Department of Transportation Standards Specifications for Road and Bridge Construction, latest edition unless otherwise specified in writing on this contract.** The Contractor shall possess at time of contract award a Department of Transportation (FDOT) certification for the amount and type of work covered under this contract.

1. **QUANTITY AND FREQUENCY OF WORK** – The work specified in this contract represents the type of services to be accomplished. Areas are to be jointly calculated with the County's Representative. Any discrepancies or disagreements concerning existing conditions (inclusive of, but not limited to, possible base failures and water standing areas that may affect the paving operations), limits of work, etc. shall be immediately reported in writing to the County's Representative. Discrepancies or disagreements will be mutually resolved prior to beginning work in any area in question. The County will make the final determination on any unresolved matters.
2. The work performed shall consist of, but not be limited to, performance of the following:

2.1 **Resurfacing** – Roads to be resurfaced under this contract are to be resurfaced with a minimum of one and one-half (1.5) inch or two (2) inches of Superpave 12.5 overlay (final thickness after compaction). The County's Representative will determine the overlay thickness for the projects based on specific needs. Required minimum thickness and type of asphalt surface will be specified in the delivery order for each location. Specified thickness is across the new pavement mat. No under tolerances (i.e. FDOT tolerances) apply to this contract. No additional compensation will be provided to the contractor for excess material used to achieve minimum required thickness on this contract. Some sections of the roadway will require grass be removed from the asphalt prior to overlay. Costs associated with this removal shall be included as part of the unit prices for services.

Where required, friction course shall be installed in conjunction with the resurfacing of the roadway with a minimum of one and one-quarter (1.25") inch of

Superpave FC 9.5 overlay (final thickness after compaction). Friction Course shall be installed along with a base course of SP 12.5.

All mix designs shall be FDOT approved. The Type SP 12.5 and SP FC 9.5 asphalt mixes shall be Traffic Level C with no more than 25% RAP content. Asphalt rubber binders shall not be used.

Note: In consistency with Orange County Road Specifications, asphalt rubber binders (such as ARB-5 and ARB-12) shall not be used as asphalt binders. However, PG76-22 asphalt binder meeting the requirements of 916 FDOT Standard Specifications for Road and Bridge Construction can be used.

Certified asphalt mix designs are to be provided to the County prior to starting operations on this contract and must be updated every six (6) months.

The Contractor shall be responsible to demonstrate via lab tests, density tests and coring, as specified herein, that all work has been completed as specified and in compliance with all applicable FDOT standards. The contractor is responsible for labeling, measuring, and tracking core locations on a spreadsheet and a map. Core sample measurements must be documented on County spreadsheet and via pictures. The County may require additional documentation to be specified.

The Contractor shall provide copy of all asphalt tickets used on any particular area to the County's Representative on a daily basis along with the Contractor's Daily Superintendent Worksheet (provided by Orange County Roads & Drainage). Daily average yield per street shall be specified on the daily worksheet. Asphalt tickets shall specify the name of the street the asphalt was used on. The County may require additional documentation to be specified.

Areas determined not to be in compliance with contract specifications and requirements shall be removed and replaced by the Contractor at no additional cost to the County. Direct/indirect/infrared heating of asphalt for correction of deficiencies shall not be allowed as part of this contract.

The Contractor shall be responsible to ensure the drainage of surface from the roadway to the curb, edge of roadway and/or valley gutter. There shall be no standing water along the pavement where there is no standing water in the curb. The Contractor shall provide proper and adequate fall in entrances and cul-de-sacs to ensure proper drainage of these areas. No water shall be standing in the crown of the roadway. The crown of the roadway shall be re-established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway. Should there be low areas that may result in water standing on the new pavement, the locations and resolution shall be discussed and resolved prior to starting work in the area. No work will start without the contractor submitting in writing and discussing pre-existing conditions with the County.

The use of warm mix asphalt is permissible as part of this contract at no additional cost to the County. In general, warm mix asphalt mixes are produced at temperatures approximately 30 degrees F (17C) below those temperatures used in the production of Hot Mix Asphalt (HMA). Unless otherwise specified as part of FDOT standard specifications, the ideal temperature for warm mixes will be established that 250 degrees F with a tolerance of 30 degrees +/- (220 to 280 degrees F). Similar to FDOT, the first five loads can be produced at HMA temperatures (310 degrees F +/- 30 degrees). To ensure compliance, the first seven (7) loads will have the temperatures checked, and the remainder of the loads will be randomly checked thru out the day. Checking the first seven (7) loads will be to verify if the first (5) five loads are produced at HMA temperatures and that the other two (2) loads is to verify has lowered the temperatures to the WMA range.

Warm mixes shall be produced using warm mix technology from an approved list according to the WMA Technology Provider's Guidelines for dosage rates, plant mixing temperatures and laboratory compaction temperatures.

The WMA mix design for shall contain the mix design, the name of the Warm mix technology, dosage rate, plant mixing temperature and the laboratory compaction temperature.

MINIMUM CORING TEST REQUIREMENTS – When work is performed in Subdivisions, core samples shall be taken every 300 feet staggered across the mat or as determined by the County's Representative. Core samples are not permitted in front of residential driveways. On main/classified roadways, core samples shall be taken every 500 feet staggered across the mat or as determined by the County's Representative. The cost for coring, straight edge verification (rolling and manual), lab and density tests shall be included on the unit price for asphalt. The cost for resurfacing shall be inclusive all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, clean up, tests, incidentals and pay disposal fees necessary to complete the work as specified herein.

2.2 Manholes, Valves etc. – Existing manholes, valves or other structures located in the roadway must be adjusted to finish asphalt grade immediately before the resurfacing takes place, by the Contractor. The use of manhole risers and valve risers will be accepted. The price of such items will be a separate pay item.

2.3 Clean-up – The Contractor shall keep the area free from accumulation of waste materials, rubbish and debris on a daily basis. All tools, construction equipment and machinery, and surplus materials shall be kept under control, and shall leave the worksite clean and ready for occupancy by the County. The Contractor shall restore to the original condition those portions of the work site not designated for alteration by the Contract Documents.

Inlet openings shall be kept free from debris generated during milling and

resurfacing operations to prevent excessive accumulations and possible flooding in the affected areas during heavy cycles of rain. Millings will not be blown into drains or storm drain inlets at any time. Failure to adhere to this will result in a request to jet out affected pipes and drains at the contractor's expense or reimbursing the County for the clean-up effort carried out by County personnel. The price for clean up shall be included in the unit price for asphalt.

2.4 Temporary Markings – The contractor shall be responsible for all temporary pavement markings required on all areas where the work is to be accomplished. Pavement markings shall be restored in the same fashion that they were before the project began, **unless otherwise specified by current guidelines for placement of markings or as authorized by the County's Representative.**

The County will only allow the use of paint as temporary markings. All markings shall be in place before the end of the workday and shall be placed according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

Temporary striping shall be in place to protect traffic overnight. Payment for temporary paint pavement markings will be made by linear foot for yellow and white lines; messages and arrows will be paid as each.

The Contractor shall be responsible for all work performed under this contract including work performed by sub-contractors. Should pavement markings be improperly installed, a minimum of 100 feet of the affected asphalt pavement shall be milled, resurfaced and all pavement markings properly re-installed at no cost to the County, or to a larger extent as determined by the County based on severity of the striping deficiencies. No grinding or water-blasting of temporary pavement markings for correction of deficiencies shall be allowed as these may damage the surface texture of the new pavement and/or impact the integrity of the new pavement; affected pavement areas shall be removed and replaced. Striping deficiencies must be corrected only as approved by the County's Representative.

2.5 Milling – Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement. When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. County's Representative may require the use of a string line to ensure maintaining the proper alignment. Contractor will be required to document cross slopes before milling, after milling and after paving at the same locations, and document on spreadsheets to be provided to the County.

Establish the longitudinal profile of the milled surface in accordance with the

specifications. Ensure that the final cross slope of the milled surface parallels the surface cross slope shown on the plans, if provided, or as directed by the County's Representative. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. If provided, the plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action. Multiple cuts may be made to achieve the required pavement configuration or depth of cut. Include in the Quality Control Plan a system to control the cross slope of the milling surface with a minimum frequency of one cross slope measurement every 250 feet (75 m) during milling operations in order to ensure that the slopes are uniform and in compliance with the designed milling slope.

When the difference between the measured cross slope and the designed cross slope exceeds + or – 0.2% for travel lanes (including turn lanes) and = or – 0.5% for shoulders, make all corrections immediately to bring the cross slope into an acceptable range. The County's Representative may periodically verify the Contractor's measurements at the job site. During the milling operations, the County's Representative reserves the right to take ten cross slope measurements per day.

If the average cross slope of the ten measurements varies more than the permissible tolerance, the milling operations will be stopped until appropriate corrective actions are made to bring the cross slope into an acceptable range and the deficient sections shall be corrected accordingly. A detailed correction plan shall be immediately submitted to the County for review. The County's Representative may waive the corrections specified above if an engineering determination (certified by a Professional Engineer) indicates that the deficiencies are sufficiently separated so as not to significantly affect the final cross slope. The Contractor will be responsible at his/her cost to provide supporting engineering data for review.

As long as the milled area is not more than 1.5", the contractor can mill no more than 24 hours ahead. However, the contractor will be responsible to correct damages to any exposed base due to weather conditions, and temporary striping must be in place to protect traffic overnight. If the milled surface exceeds the 1.5" threshold, the contractor must perform a mill and fill operation. The contractor is responsible for dust control at all the times regardless of methodology.

The milling machine shall be capable of maintaining a depth of cut and cross slope that achieves the results specified in the plans and specifications. (Florida Department of Transportation Standards Specifications for Road and Bridge Construction Manual – Most Recent Edition) The overall length of the machine (out to out measurements excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be 6 feet.

The milling machine shall be equipped with a built-in automatic grade control system that controls the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements shall be accepted prior to starting the project. If after milling has started, the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

The use of a smaller milling machine could be permitted when milling adjacent to existing curbs or other areas where it is impractical to use the above-described equipment. The equipment will be subject to the County's Representative's acceptance. Milling equipment shall be equipped with means to effectively limit the amount of dust escaping the removal operation and shall be operated to minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Where traffic will be maintained on the milled surface prior to placing the new asphaltic concrete, the striation patterns shall produce an acceptable riding surface.

Before opening a milled area to traffic, the pavement shall be thoroughly swept with street sweeper or other acceptable equipment to remove, to the greatest extent practicable, fine material, which will dust under traffic. This operation shall be conducted in such a manner that will minimize the potential of creating a traffic hazard and minimize air pollution.

Sweeping the milled surface with a street sweeper is required before placing asphaltic concrete and immediately after the milling to prevent milled material infiltrating into the storm sewer system when the milling operation is near a municipal curb and gutter or a closed drainage system.

The sweeping operation shall include thoroughly removing all milled material from the gutter to prevent it from being swept into inlet openings or grates. Curbs shall not be damaged during the removal operation; any damages shall be immediately repaired at no additional cost to the County. The County's Representative may require the equipment and/or methods be changed to achieve satisfactory results.

Milled surfaces shall have a reasonably uniform texture, shall be within $\frac{1}{4}$ inch of a true profile grade and shall have no deviation in excess of $\frac{1}{4}$ inch from a straightedge applied to the pavement perpendicular to the centerline. Variations of the longitudinal joint between multiple cut areas shall not exceed $\frac{1}{4}$ inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the County's Representative determines that they were caused by a pre-existing condition, which could not have reasonably been corrected by the milling operations. Any area where a surface lamination

causes a non-uniform texture to occur or unsuitable texture or profile, as determined by the County's Representative, shall be corrected/re-milled by the Contractor at no additional compensation.

The Contractor shall not change or modify existing drainage configuration of roads to be paved under this contract. The Contractor shall be responsible to restore any modified drainage/road profile to original condition at no additional cost to the County.

If the Contractor chooses to full mill areas designated to be curb-revealed as a convenience, the Contractor will be responsible for restoration of drainage/road profile as stated above. The Contractor will not receive additional compensation for this additional milling or for restoration of the areas to original condition.

Milled material becomes the property of the Contractor. Include the cost of removing existing pavement markers in the unit price for milling.

The unit price for milling shall be inclusive of all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, erosion control, incidentals and pay disposal fees necessary to complete the work as specified herein.

2.5.1 Curb-Reveal Milling – Per request, some areas require curb-reveal milling before paving. This will normally be accomplished by milling one (1) pass with a 6-foot milling machine to a depth of 1.5-inch below the curb line and tapering to 0-inch at the inside of the cut.

2.5.2 Complete Roadway Mill – Per request, remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement, when milling to improve rideability, average depth of cut will be specified.

2.6 Base Repairs – When performing milling operations, the base upon resurfacing is to be made may be found to be unstable. The Contractor shall immediately notify the County's Representative of possible base failures and sub-grade issues, and document it in writing together with representative photos. The County's Representative will visit the site to determine if base repairs are warranted and to determine a resolution prior to paving. Should the area in question need improvement, the Contractor and the County's Representative will determine the extent to which the base is to be removed (area), mark it and document the dimensions.

The existing road base shall be removed to a depth of four inches (4") below the existing finished asphalt grade and replaced with specified compacted asphalt

(with two 2-inch layers). The Contractor shall always take into consideration the proposed finished grade for the area as specified on the Delivery Order for the project.

The unit cost for base repair shall include all supervision, quality control, labor, materials, equipment, tools, transportation, supplies, manpower, and pay disposal fees necessary to complete the work as specified.

2.5 Leveling – When leveling is required in any particular area, the asphalt will be paid per tonnage for the type of asphalt used in the project. The Contractor shall notify the project inspector immediately for verification, documentation and approval of amount to be used. Leveling shall be installed as a separate layer prior to resurfacing. Any leveling installed without the inspectors verification and approval or in his/her absence will be considered as part of the regular paving process at no extra cost to the County. The contractor shall keep separate asphalt tickets for the leveling. Leveling asphalt tickets are to be provided to the County's Representative as required in **Section 2.1 - Resurfacing**.

2.6 Asphalt berms – Depending on the roadway configuration, the contractor may be required to re-establish angled asphalt berms along the roadways. These angled berms 24" in length and 2" in thickness were previously intended to function as curbs and aged over time. As part of this work, the contractor will be required to remove the old asphalt berm and replace it as part of the roadway resurfacing. This work may include the removal of vegetation and or sand from the berm, milling of the existing asphalt, leveling, placement of the new asphalt and compaction.

3. MEASUREMENT AND PAYMENT – Unit prices for services under this contract shall be inclusive of all materials, equipment, labor and incidentals necessary to complete the work. All work completed under this contract shall be measured by the Contractor in the presence of the County's Representative. The measurement for payment shall be based on the completed work performed in strict accordance with specifications, and shall be made under the following:

3.1 Asphalt (Type SP 12.5 @ 1.5") (Square Yard) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 1.5" of asphalt Type SP 12.5.

3.2 Asphalt (Type SP 12.5 @ 2") (Square Yard) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 2" of asphalt Type SP 12.5.

3.3 Asphalt (Type SP FC 9.5 @ 1.25") (Square Yard) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 1.25" of asphalt Type SP FC 9.5.

3.4 Leveling (Ton) - Payment for this item shall be full compensation for all labor,

materials, equipment and incidentals necessary to level designated roadway areas.

3.5 Milling of Existing Asphalt 1" – 2" (Square Yard) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 1" to 2" of existing asphalt pavement prior to resurfacing.

3.6 Milling of Existing Asphalt 2" – 3" (Square Yard) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 2" to 3" of existing asphalt pavement prior to resurfacing.

3.7 Milling of Existing Asphalt 3" – 4" (Square Yard) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 3" to 4" of existing asphalt pavement prior to resurfacing.

3.8 Curb Reveal Milling of Existing Asphalt (Square Yard) – (based on the width of the mill no less than 6')- Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to curb reveal mill existing asphalt pavement, as specified, prior to resurfacing.

3.9 Raise Manhole Covers (Each) - The unit price for raising manhole covers to match grade shall include all labor, materials, equipment, installation, maintenance of traffic and incidentals associated to complete this task.

3.10 Raise Water Valve Covers (Each) - The unit price for raising water valve covers to match grade shall include all labor, materials, equipment, installation, maintenance of traffic and incidentals associated to complete this task.

3.11 Installation of County Provided Manhole Risers (Each) - The unit price for raising manhole covers to match grade shall include all labor, equipment, installation, maintenance of traffic and incidentals associated to complete this task.

3.12 Installation of County Provided Water Valve Risers (Each) - The unit price for raising water valve covers to match grade shall include all labor, equipment, installation, maintenance of traffic and incidentals associated to complete this task.

3.13 Base Repairs 4" (SP-12.5 Asphalt) (Square Yard) - The unit price for base repair shall be inclusive of all labor, materials, equipment, installation and incidentals required to provide services as specified. The cost shall also be inclusive of proper disposal of removed material.

3.14 Asphalt Berms (Ton) - The unit price for asphalt berms shall be inclusive of all labor, materials, equipment, installation and incidentals required to provide services as specified. The cost shall also be inclusive of proper disposal of removed material/debris, leveling, milling, grading and compaction.

3.15 Temporary Paint Pavement Markings 6" (Linear Foot) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install 6" temporary paint pavement markings.

Note: Temporary stop bars are included as part of the "temporary paint pavement markings 6" (linear foot), as described above. All pavement markings shall be 6-inches; therefore, stop bars will be paid as 6-inch lines multiplied by the amount of lines needed to complete (i.e. 6-inch line x 4 lines = 24-inch stop bar).

3.16 Temporary Paint Pavement Markings Messages and Arrows (Each) - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to furnish and install temporary paint pavement markings messages and arrows.

3.17 Message Boards (Week) – Message boards shall be in place ten (10) days prior to commencement of any work in all major roadways and industrial park. All materials, labor and equipment necessary for these operations or as may be directed by the County's Representative shall be included as part of this unit price.

3.18 Law Enforcement for Special MOT Operations (Hour) - Law enforcement officials shall be present during night time work and any time when controlling traffic at signalized intersections. Hours for Law Enforcement as part of this unit price will be paid as hours on site for the required traffic control, inclusive of all materials, labor and equipment necessary for these operations or as may be directed by the County's Representative. Unless requested by the County, any other daytime hours for Law Enforcement will be the contractor's responsibility, since in general it is each contractor's responsibility to maintain a safe work zone in their projects.

4. Walk Through Inspection – Upon written notice from the Contractor that the project is complete, the County's Representative will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor shall submit a written action plan for County approval detailing how each deficiency will be corrected. The Contractor shall correct all deficiencies within seven (7) days of such notification before final acceptance and payment can be made. Areas determined to be defective or deficient shall be corrected following FDOT specifications for replacement of deficient pavement. The Contractor shall submit written certification, signed by a Licensed Professional Engineer, for areas considered as "cosmetic" by his/her personnel. This certification must include at least the thickness of affected areas and all supporting technical facts and test results on these areas, and assurance of structural integrity for the areas in question. Failure to correct all deficiencies within specified completion timeframe shall result in the assessment of liquidated damages as previously specified.

Proposed request to extend the specified completion date shall be submitted in writing to the County for approval no later than the time of the final inspection notification.

The Contractor shall correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty (80) dollar fee to the Contractor. The eighty (80) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor cost and vehicle usage required for the unnecessary inspections and the fee will be deducted from the final invoice for the delivery order for the project.

5. **Final inspection for payment** – After the Contractor has corrected all deficiencies to the satisfaction of the County's Representative; he/she might make application for final payment following the procedures for progress payment. It is the Contractor's responsibility to verify invoice quantities with the Orange County representative. The effective final release or waivers of lien from the Contractor and all subcontractors which performed services for the Contractor pursuant to the Contract Documents and the consent of surety, if applicable, shall be attached to the final payment. The release or waivers of lien and consent of surety must have the project name, delivery order number and invoice amount displayed.
6. **Performance Issues** - The County will hold the Contractor responsible for meeting all of the Contractor's contractual obligations. If performance issues arise, the County will schedule a meeting to review the contractual deficiencies and the Contractor will be responsible for providing a written corrective action plan within two (2) working days from the meeting. Failure to provide a satisfactory corrective action plan, or failure to follow through on an approved plan, may result in issuance of a Notice to Cure.

EXHIBIT “F”
FORM OF BONDS

IRREVOCABLE STAND-BY LETTER OF CREDIT
(PERFORMANCE LETTER OF CREDIT)
NUMBER _____

Name _____ Bonnet Creek Resort Community Development District
Company _____ c/o Governmental Management Services –
Central Florida, LLC
Address _____ 219 East Livingston Street
City, State, Zip _____ Orlando, FL 32801
Attention: District Manager

Issuing Bank

Bank Name _____
Department _____
Street Address _____ Project
City, State, Zip _____ Name _____

Confirming Bank (if Issuing

Bank is not located in Orange,
Osceola or Seminole County)
Bank Name _____ Amount - \$ _____
Department _____ **WRITTEN DOLLAR AMOUNT AND 00/100**
Street Address _____ **US DOLLARS**
City, State, Zip _____ **DATE OF ISSUE**

DATE OF EXPIRY

We hereby establish our Irrevocable Standby Letter of Credit # _____ in favor of Orange County, a political subdivision of the State of Florida, and authorize you to draw on (**Bank Name, Branch Address**) by order of (**Applicant**) up to but not exceeding the aggregate amount of (**Written Amount**) Dollars (\$ _____) in the United States Funds which is available by your draft at sight when accompanied by this letter of credit and either one of the following documents:

1. A statement purportedly signed by the Orange County Chairman or authorized representative to the effect that the performance of (**Applicant's**) obligation has not been completed yet and the letter of credit will expire within 30 days from the date of drawing without being extended or replaced to the County's satisfaction; or
2. A statement purportedly signed by the Orange County Chairman or authorized representative to the effect that (**Bank Name**) has lost its designation as a "qualified public depository" pursuant to Florida Statutes, Chapter 280, and an acceptable replacement letter of credit has not been received; or
3. A statement purportedly signed by the Orange County Chairman or authorized representative that the drawing is due to Applicant's failure to (**perform the following obligation**):

Failure to complete and pay for all improvements shown on the Subdivision Plans and Specifications as approved by Orange County on _____ (final approval date) by no later than _____ (one year from the date of recordation of the plat).

This letter of credit shall be in full force until _____ (one year after the date of recordation of the plat) and will automatically be extended for a period of ninety (90) days without amendment unless we provide the Orange County Public Works Director with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed term.

Drafts must be drawn and negotiated not later than (**Date of Expiry**). Drafts must bear the clause “Drawn under Letter of Credit (**Number**) of (**Bank Name**), dated (**Month, Day, Year**).”

This letter of credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the letter of credit has expired.

Except as otherwise specifically stated herein, this letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument or agreement referenced to herein or in which this letter of credit is referred to or this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with the drawers, endorsers and bona fide of all drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored upon present presentation to the (**Bank Name and Address – must be located in Orange, Seminole or Osceola County**).

This letter of credit will be considered as canceled upon receipt by us or (**Name of Confirming Bank if applicable**) of the original credit instrument or upon any present or future expiry date hereunder, whichever shall occur first.

This letter of credit is subject to the “Uniform Customs and Practice for Documentary Credits”, 1993 Revision, International Chamber of Commerce, Publication Number 500, and to the provisions of Florida law. If a conflict between the “Uniform Customs and Practice for Documentary Credits” and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

(SEAL)

Authorized Signature
(Typed Name)_____

Title (President or Vice President of bank is
required to sign)

PAYMENT BOND

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

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER:

Address:
Phone Number:

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

IRREVOCABLE STAND-BY LETTER OF CREDIT
(MAINTENANCE LETTER OF CREDIT)
NUMBER _____

Applicant

Name
Company

Address
City, State, Zip

Beneficiary

Bonnet Creek Resort Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
Attention: District Manager

Issuing Bank

Bank Name
Department
Street Address
City, State, Zip

Project
Name _____

Confirming Bank (if Issuing
Bank is not located in Orange,
Osceola or Seminole County)

Bank Name
Department
Street Address
City, State, Zip

Amount - \$ _____
WRITTEN DOLLAR AMOUNT AND 00/100
US DOLLARS

DATE OF ISSUE

DATE OF EXPIRY

We hereby establish our Irrevocable Standby Letter of Credit # _____ in favor of Orange County, a political subdivision of the State of Florida, and authorize you to draw on (**Bank Name, Branch Address**) by order of (**Applicant**) up to but not exceeding the aggregate amount of (**Written Amount**) Dollars (\$ _____) in the United States Funds which is available by your draft at sight when accompanied by this letter of credit and either one of the following documents:

4. A statement purportedly signed by the Orange County Chairman or authorized representative to the effect that the performance of (**Applicant's**) obligation has not been completed yet and the letter of credit will expire within 30 days from the date of drawing without being extended or replaced to the County's satisfaction; or
5. A statement purportedly signed by the Orange County Chairman or authorized representative to the effect that (**Bank Name**) has lost its designation as a "qualified public depository" pursuant to Florida Statutes, Chapter 280, and an acceptable replacement letter of credit has not been received; or
6. A statement purportedly signed by the Orange County Chairman or authorized representative that the drawing is due to Applicant's failure to (**perform the following obligation**):

Failure to have properly constructed the following improvements _____ (list improvements. "public improvements" will work here.) (hereinafter the "Improvements") and maintain said Improvements. Specifically, the statement shall be to the effect that "the materials, workmanship,

structural integrity, functioning and/or maintenance (maintenance required to ensure proper operation) of the Improvements has been determined to be unacceptable, and such condition(s) has not been corrected despite notification to the developer, and further stating the sums due as a result of such default to defray the estimated cost of repairs to the Improvements.

A sum not to exceed (15% of estimated cost of construction of all required public improvements which are to be eventually owned and maintained by the District) (\$ actual L.O.C. amount) Dollars shall be available for partial draw or full draw by your drafts at sight, if accompanied by a written affidavit as described in the preceding paragraph.

This letter of credit shall be in full force until _____ (one year after the date of recordation of the plat) and will automatically be extended for a period of ninety (90) days without amendment unless we provide the Orange County Public Works Director with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed term.

Drafts must be drawn and negotiated not later than (**Date of Expiry**). Drafts must bear the clause "Drawn under Letter of Credit (**Number**) of (**Bank Name**), dated (**Month, Day, Year**)."

This letter of credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the letter of credit has expired.

Except as otherwise specifically stated herein, this letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument or agreement referenced to herein or in which this letter of credit is referred to or this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with the drawers, endorsers and bona fide of all drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored upon present presentation to the (**Bank Name and Address – must be located in Orange, Seminole or Osceola County**).

This letter of credit will be considered as canceled upon receipt by us or (**Name of Confirming Bank if applicable**) of the original credit instrument or upon any present or future expiry date hereunder, whichever shall occur first.

This letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits", 1993 Revision, International Chamber of Commerce, Publication Number 500, and to the provisions of Florida law. If a conflict between the "Uniform Customs and Practice for Documentary Credits" and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

(SEAL)

Authorized Signature
(Typed Name) _____

Title (President or Vice President of bank is
required to sign)

EXHIBIT "G"
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____	ENGINEER _____	_____
TO DISTRICT _____	ENGINEER'S _____	_____
DATE OF _____	PROJECT NO. _____	_____
ISSUANCE _____	CONTRACTOR _____	_____
PROJECT OR _____	CONTRACT FOR _____	_____
DESIGNATED _____		
PORTION SHALL _____		
INCLUDE _____	CONTRACT DATE _____	_____

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so District can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents, specifically including, without limitation, those items enumerated on the attachment hereto.

A list of items to be completed or corrected, prepared by Contractor and verified and amended by Engineer, is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agree in writing.

By: _____ Date: _____

Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion.

CONTRACTOR:

_____, a _____

By: _____ Date: _____

District accepts the Work or designated portion thereof as Substantially Complete and will assume full possession thereof at _____ (time) on _____ (date).

DISTRICT:

Bonnet Creek Resort Community Development District

By: _____ Date: _____

E. Exhibits

- 1. Geotechnical Report / Pavement Evaluation**
- 2. PSI 2023-09-21 Email**



Report
Geotechnical Engineering Services
Pavement Evaluation & Engineering
Chelonia Parkway
Orange County, Florida
PSI Project No. 07573081



Project Number: 07573081
July 14, 2023

Professional Service Industries, Inc.
1748 33rd Street, Orlando, FL 32839
Phone: (407) 304-5560
Fax: (407) 304-5561

Mr. Randall Greene, Chairman
Bonnet Creek Resort Community Development District
219 East Livingston Street
Orlando, Florida 32801

RE: Report
Geotechnical Engineering Services
Pavement Evaluation & Engineering
Chelonia Parkway
Orange County, Florida

Dear Mr. Greene:

In general accordance with PSI Proposal No. 0757-400742 dated May 25, 2023, and your authorization, **Professional Service Industries, Inc. (PSI), an Intertek company**, has completed a pavement evaluation at the site of the referenced project. The evaluation was conducted to provide an assessment of the condition of the existing roadway pavement and associated soil and groundwater conditions to develop engineering recommendations for repair/rehabilitation of the existing roadway.

PROJECT INFORMATION

The subject roadway, Chelonia Parkway, extends from East Buena Vista Boulevard south and east to its terminus at the JW Marriott Resort located in the western quadrant of the Interstate 4/EPCOT Center Drive Interchange. Chelonia Parkway is a 4-lane, median divided, asphalt paved urban roadway with curb and gutter. Generally, the roadway is elevated in fill embankment and superelevated in areas of curved alignment. The plans provided to PSI indicate the typical pavement section comprises 2 inches of asphalt over 8 inches of soil cement and 12 inches of subgrade. The raised road median is landscaped and irrigated. We understand some areas of the roadway have underdrain installed to control groundwater. Chelonia Parkway was originally constructed in the early 2000's to support construction of the Hilton and Waldorf Astoria Resorts, as well as provide access to the future site of the more recently constructed JW Marriott Resort located at the eastern terminus of Chelonia Parkway.

Based on the information provided by Mr. Jim Nugent, P.E. of DWMA and observations during PSI's site visit, portions of Chelonia Parkway have experienced varying levels of distress and have undergone repairs with apparent mill and resurfacing and localized pavement repairs over the years to maintain roadway serviceability.

The noted information/assumptions have been used for the purpose of preparing this report. If any of the stated information/assumptions are incorrect or have been changed, PSI should be notified so appropriate changes to our recommendations can be incorporated in this report.





REVIEW OF PUBLISHED DATA

USGS Topographic Map

The topographic survey map published by the USGS entitled “Intercession City, Florida” was reviewed for ground surface features in the area of the proposed development. Based on this review, the natural ground surface elevation is on the order of +90 to +95 feet National Geodetic Vertical Datum (NGVD) of 1929. An excerpt of the noted USGS map is included in **Figure 1** in **Appendix A**. The record drawing plans provided to PSI indicate the roadway profile grade to range between approximate elevations +89.5 to +97 feet NAVD.

SCS Soil Survey

The “Soil Survey of Orange County, Florida,” published by the USDA SCS, was reviewed for general near-surface soil information within the project vicinity. This information indicates that there are four soil groups and a water body (C-1 Canal/Bonnet Creek) within the vicinity of the project alignment. The general information provided by the Soil Survey for the mapped soil units is summarized in the following table.

Soil Series	Depth (inches)	AASHTO Classification	USDA Seasonal High Groundwater Table
			Depth (feet)
3—Basinger fine sand, frequently ponded, 0 to 1 percent slopes	0 to 80	A-3, A-2-4	+2.0 to 1.0
37—St. Johns fine sand	0 to 80	A-3, A-2-4	0 to 1.0
42—Sanibel muck	0 to 80	A-3, A-8	+1.0 to 1.0
44—Smyrna-Smyrna, wet, fine sand, 0 to 2 percent slopes	0 to 80	A-3, A-2-4	0 to 1.0
99— Water	—	—	—

Refer to **Figure 2** in **Appendix A** for the Soil Survey map for the project site.

PAVEMENT CORING & BORING RESULTS

General

As requested, PSI executed a program of subsurface sampling and field testing. PSI performed a field exploration program comprising thirty-four (34) full-depth pavement cores (asphalt and base), along with shallow manual auger borings to a depth of 2 to 6 feet below the existing pavement base at select locations in the east and westbound lanes of the roadway. The approximate locations of the pavement cores/borings are presented on **Sheet 1** in **Appendix A**. A list of asphalt and base thicknesses, as well as the depth of auger borings and encountered groundwater depth, are summarized in the following table.



Table 1: Pavement Core and Base Data

Core No.	Core Name	Asphalt Thickness (in.)	Base Thickness (in.)	Type of Base Material	Manual Auger Boring Depth (ft.)	Measured Groundwater Depth ¹ (ft.)
1	CP-1	2.0	9.0	Soil cement	5.0	GNE
2	CP-2	1.5	9.0	Soil cement	0.0	GNE
3	CP-3	2.0	8.0	Soil cement	6.0	GNE
4	CP-4	1.5	9.0	Soil cement	0.0	GNE
5	CP-5	2.0	9.0	Soil cement	4.0	GNE
6	CP-6	2.25	8.0	Soil cement	6.0	GNE
7	CP-7	1.75	8.0	Soil cement	0.0	GNE
8	CP-8	2.25	11	Soil cement	3.0	GNE
9	CP-9	2.0	8.0	Soil cement	0.0	GNE
10	CP-10	3.0	8.5	Soil cement	5.5	GNE
11	CP-11	2.0	7.5	Soil cement	0.0	GNE
12	CP-12	2.25	7.5	Soil cement	3.0	GNE
13	CP-13	2.0	9.0	Soil cement	0.0	GNE
14	CP-14	2.5	10.5	Soil cement	0.0	GNE
15	CP-15	2.5	9.5	Durock	5.0	GNE
16	CP-16	2.75	8.0	Durock	0.0	GNE
17	CP-17	2.25	8.0	Durock	0.0	GNE
18	CP-18	2.5	8.0	Durock	3.0	GNE
19	CP-19	2.5	8.0	Durock	0.0	GNE
20	CP-20	2.25	8.0	Durock	4.0	GNE
21	CP-21	2.5	9.0	Durock	0.0	GNE
22	CP-22	2.0	8.0	Durock	0.0	GNE
23	CP-23	2.25	7.5	Durock	3.0	GNE
24	CP-24	2.0	8.0	Durock	0.0	GNE
25	CP-25	2.25	8.0	Durock	0.0	GNE
26	CP-26	2.5	8.5	Durock	4.0	GNE
27	CP-27	3.0	8.0	Soil cement	0.0	GNE
28	CP-28	2.25	8.75	Soil cement	4.0	GNE
29	CP-28-1	2.5	7.0	Concrete	4.0	GNE
30	CP-29	2.25	7.75	Soil cement	4.0	GNE
31	CP-30	2.0	7.75	Soil cement	0.0	GNE
32	CP-31	2.0	7.75	Soil cement	0.0	GNE
33	CP-32	2.75	8.25	Soil cement	4.0	GNE
34	CP-33	2.0	10.0	Sandy limerock	0.0	GNE

¹ Groundwater not evident within the boring depth.



Subgrade Soil Conditions

The soil types encountered at the specific boring locations are presented in the form of soil profiles on **Sheets 2 through 4** in **Appendix A**. Included with the boring profiles is a legend describing the encountered soils in AASHTO format and PSI's laboratory testing results.

In general, the borings revealed a series of fine sands grading relatively clean to slightly silty and silty in composition (i.e., A-3 and A-2-4 materials) from the exposed subgrade to boring termination depths. Some of the sands contained trace amounts of partially cemented sands, rocks/roots and clayey nodules.

The soil stratification presented is based on visual observation of the recovered soil samples, laboratory testing and interpretation of field logs by a geotechnical engineer. It should be noted that variations in the subsurface conditions are expected and may be encountered between and away from PSI's borings.

Groundwater

PSI performed hand auger borings through the subgrade soils in selected borings as an attempt to measure the groundwater table. At the time of our fieldwork (June 12 and 13, 2023), groundwater was not encountered in any of the borings.

PAVEMENT EVALUATION

In general, the existing pavements of Chelonia Parkway are in Poor condition with moderate to severe pavement distresses. Based on our pavement coring, the pavement section includes various thicknesses of Type S asphaltic concrete (1.5 inches to 3.0 inches) with various thicknesses of base material (7.0 inches to 11 inches). Most of the encountered base materials are composed of either soil cement or Durock. We encountered concrete base material at the location of boring CP-28-1 with recent asphalt patching. In addition, we encountered sandy limerock base in boring CP-33 located at a left turn lane.

Based on PSI's pavement survey and recovered pavement cores, most of the project limits where soil cement and Durock are present, exhibit reflective cracks in the form of longitudinal, transverse and block cracking to the extent of isolated areas with alligator cracking and base failure. The reflective cracks are full depth, propagating from the base layer to the asphalt layer.

PAVEMENT RECOMMENDATIONS

We were not provided with any traffic information for the project; however, based on the information provided to us, our previous experience with similar construction, the noted project information, data obtained during this study, and our visual roadway survey, the following pavement engineering recommendations are provided for the reconstruction/rehabilitation of the alignment based on the order of performance (Option 1 highest performance and Option 3 the lowest performance). It should be noted that a thicker pavement section is recommended if either Option 1 or Option 2 are chosen due to the increased traffic loading resulting from the additional development that has taken place since the original roadway construction. If Option 3 is selected, reflective cracking of the asphalt should be anticipated to continue in the future from the existing soil cement/Durock base materials.



Option 1- Total Reconstruction:

Full-depth removal of the existing asphalt, base, and subgrade to a depth on the order of 24 inches below the existing grade to maintain the existing pavement grade elevation. Any unsuitable materials (i.e., peat/organic soils/clayey soils (A-2-6, and A-6 materials)) below the exposed excavated grade shall be removed to their entirety and hauled off the site. The resulting over-excavation of unsuitable soils shall be backfilled with compacted clean sands (A-3 soils). Compact the exposed subgrade soils to at least 95 percent of the material's modified Proctor (ASTM D-1557) maximum dry density. Construct the new flexible pavement following the below recommendations:

- 3.0 inches asphaltic concrete (2 inches of SP-12.5 followed by 1.0-inch FC-9.5)
- 9.0 inches limerock (LBR=100) or crushed concrete (LBR = 150) base course, compacted to at least 98 percent of the material's modified Proctor (ASTM D-1557) maximum dry density.
- 12.0 inches stabilized subgrade, Type B Stabilization (LBR = 40), compacted to at least 98 percent of the material's modified Proctor (ASTM D-1557) maximum dry density.

Option 2- Full Depth Reclamation (FDR)

Construct a minimum 9.0 inches of reclaimed base materials by pulverizing, mixing and reusing the existing asphalt, base and subgrade materials and adding additives (Portland cement and emulsion asphalt) at the designed ratios and placing/compacting the reclaimed materials. This process will provide an improved pavement base layer for support of the new surface asphaltic concrete. The FDR reclaimed base should be constructed in general accordance with FDOT Standard 334 following performance of a laboratory FDR mix design.

It should be noted that any unsuitable materials (i.e., peat/organic soils/clayey soils (A-2-6 and A-6 materials)) encountered within 2 feet below the bottom of the proposed FDR base (approximately 3 feet below the existing asphalt grade elevation) shall be removed and hauled off the site and backfilled with compacted A-3 type soil (granular material with less than 10 percent fines passing the #200 sieve)).

Following the construction of the reclaimed base layer, a minimum of 3.0 inches of asphalt concrete (2 inches of SP-12.5 followed by 1.0-inch FC-9.5) should be placed as the surface course.

Option 3- Mill and Resurfacing

Mill off the full depth of the existing asphalt. **Extra caution shall be taken to not disturb the existing base. The existing base materials are brittle, and disturbance or attempting compaction of the disturbed base will result in base disintegration.** Apply a prime coat according to the appropriate FDOT standards. Place a minimum of 2.0 inches of asphaltic concrete (2 lifts of SP-9.5, each one inch thick, with a minimum PG 67-22).

It should be noted resurfacing the existing base with full-depth shrinkage cracks, will result in the propagation of reflective cracks from the base to the new asphalt surface in an estimated 2 to 3 years post-paving.

PSI recommends all roadway construction be performed under the supervision of PSI's geotechnical engineer or his representative. All pavement materials and construction procedures should be in accordance with the latest Florida Department of Transportation (FDOT) standards.



REPORT LIMITATIONS

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted pavement engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data.

The analysis and recommendations submitted in this report are based on the data obtained from the limited pavement cores/hand auger borings and PSI's laboratory testing. If any material variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered.

The scope of our services does not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. PSI did not perform any drainage study or traffic study for the project site.

CLOSURE

We appreciate the opportunity to be of service on this project and we trust that the foregoing and accompanying attachments are of assistance to you at this time. In the event that you have any questions, or if you require additional information, please contact us.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No. 3684

Paola Castillo, MS.c, M.eng
Staff Engineer

Behnam Golestani, Ph.D., P.E.
Principal Consultant/Senior Project Engineer
Florida License No. 84787

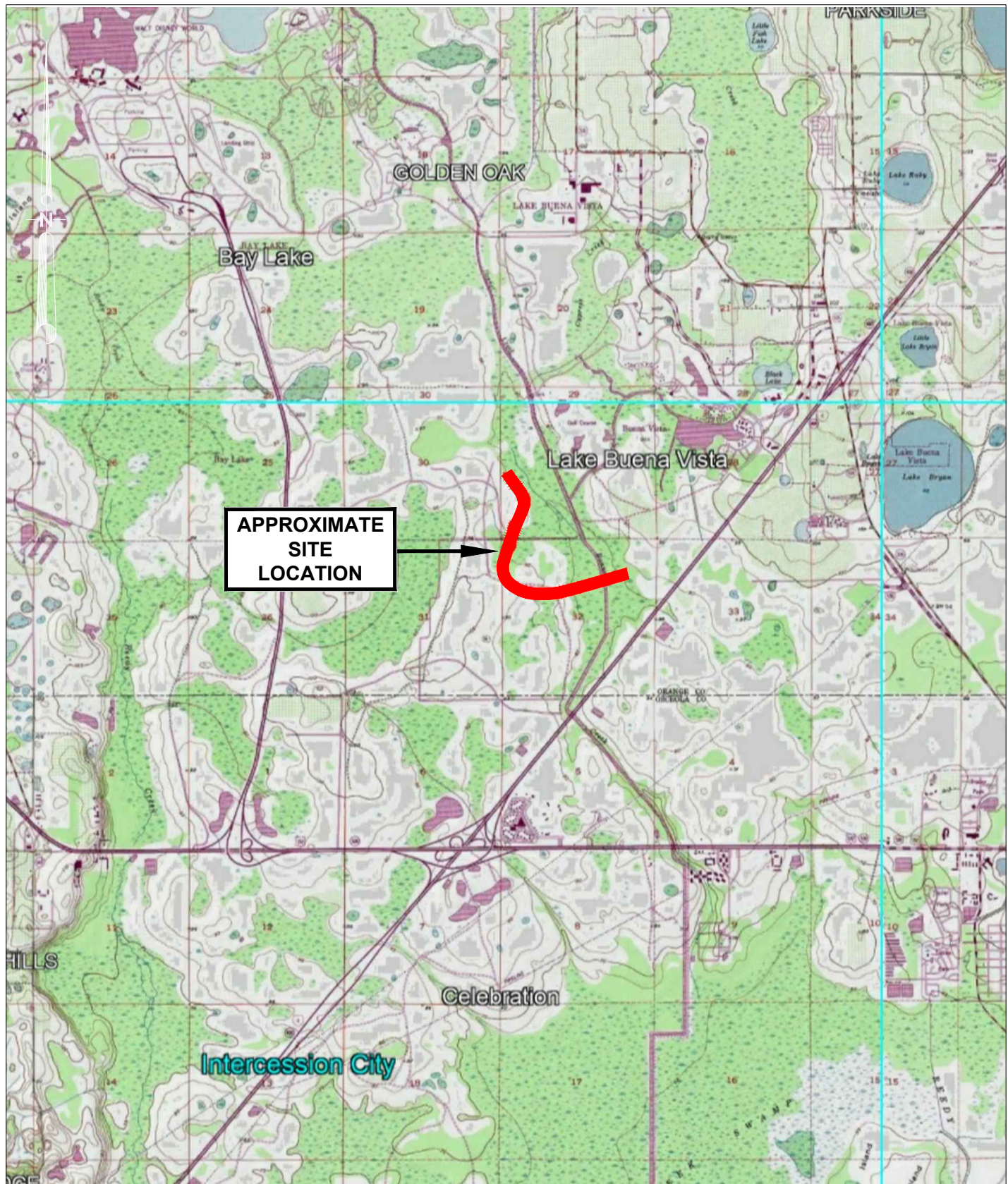
Robert A. Trompke, P.E.
Principal Consultant/Florida Geotechnical Practice Leader
FL License No. 55456

07573081 (Pavement Evaluation & Engineering Chelonia Parkway).docx

Attachments:

- Appendix A – Pavement Core/Boring Location Plan & Profiles
- Appendix B - Pavement Core Photographs

APPENDIX A



REFERENCE: U.S.G.S. QUADRANGLE MAP. THE REPRESENTED DATA IS FOR INFORMATION PURPOSES ONLY. IT IS NOT MEANT FOR DESIGN, LEGAL, OR ANY OTHER USES. INTERTEK-PSI ASSUMES NO RESPONSIBILITY FOR ANY DECISIONS MADE OR ANY ACTIONS TAKEN BY THE USER BASED UPON INFORMATION OBTAINED FROM THE ABOVE DATA.

PROJ. NO:
07573081

SCALE:
1"=5000'

DATE CREATED:
7-12-23



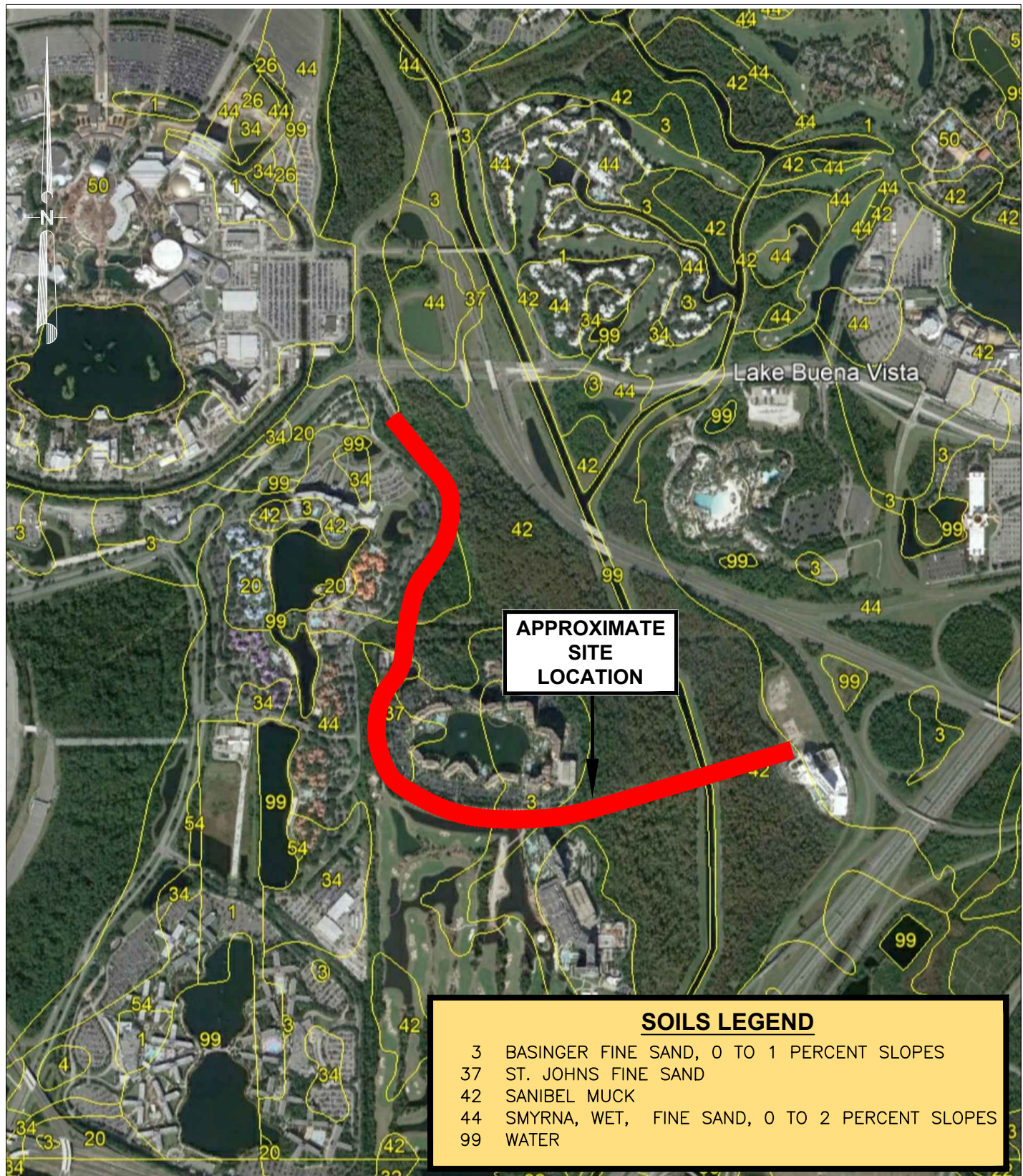
1748 33rd Street
Orlando, FL 32839
(407)304-5560
(407)304-5561 fax

TOPOGRAPHIC MAP
PAVEMENT EVALUATION & ENGINEERING
CHELONIA PARKWAY
ORANGE COUNTY, FLORIDA

FIGURE:
1

DRAWN:
DJW

CHECKED:
PC



REFERENCE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH. THE REPRESENTED DATA IS FOR INFORMATION PURPOSES ONLY. IT IS NOT MEANT FOR DESIGN, LEGAL, OR ANY OTHER USES. INTERTEK-PSI ASSUMES NO RESPONSIBILITY FOR ANY DECISIONS MADE OR ANY ACTIONS TAKEN BY THE USER BASED UPON INFORMATION OBTAINED FROM THE ABOVE DATA.

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07573081

SCALE:
1"=1500'
DATE CREATED:
7-12-23



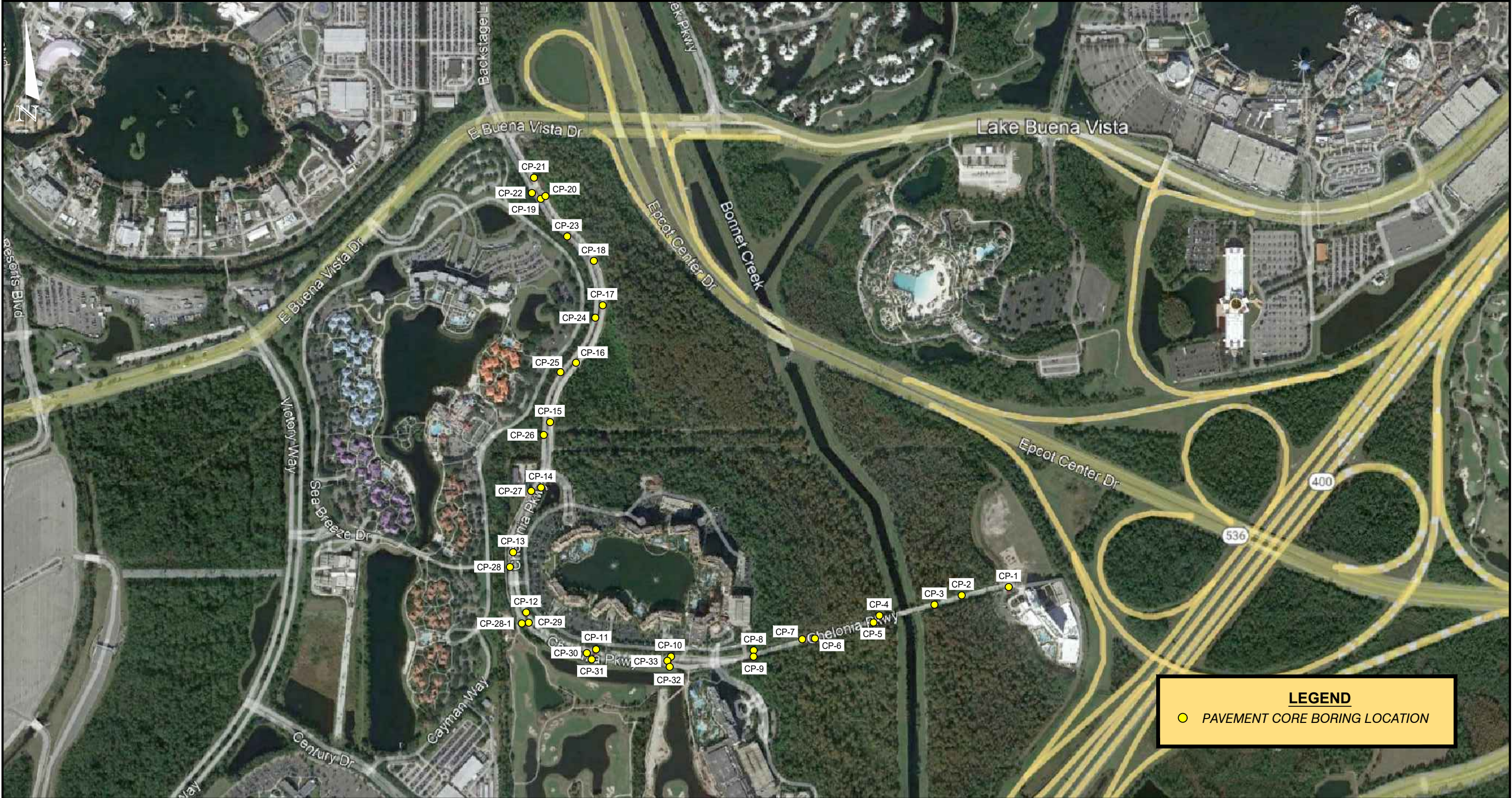
1748 33rd Street
Orlando, FL 32839
(407)304-5560
(407)304-5561 fax

SOILS MAP
PAVEMENT EVALUATION & ENGINEERING
CHELONIA PARKWAY
ORANGE COUNTY, FLORIDA

FIGURE:
2

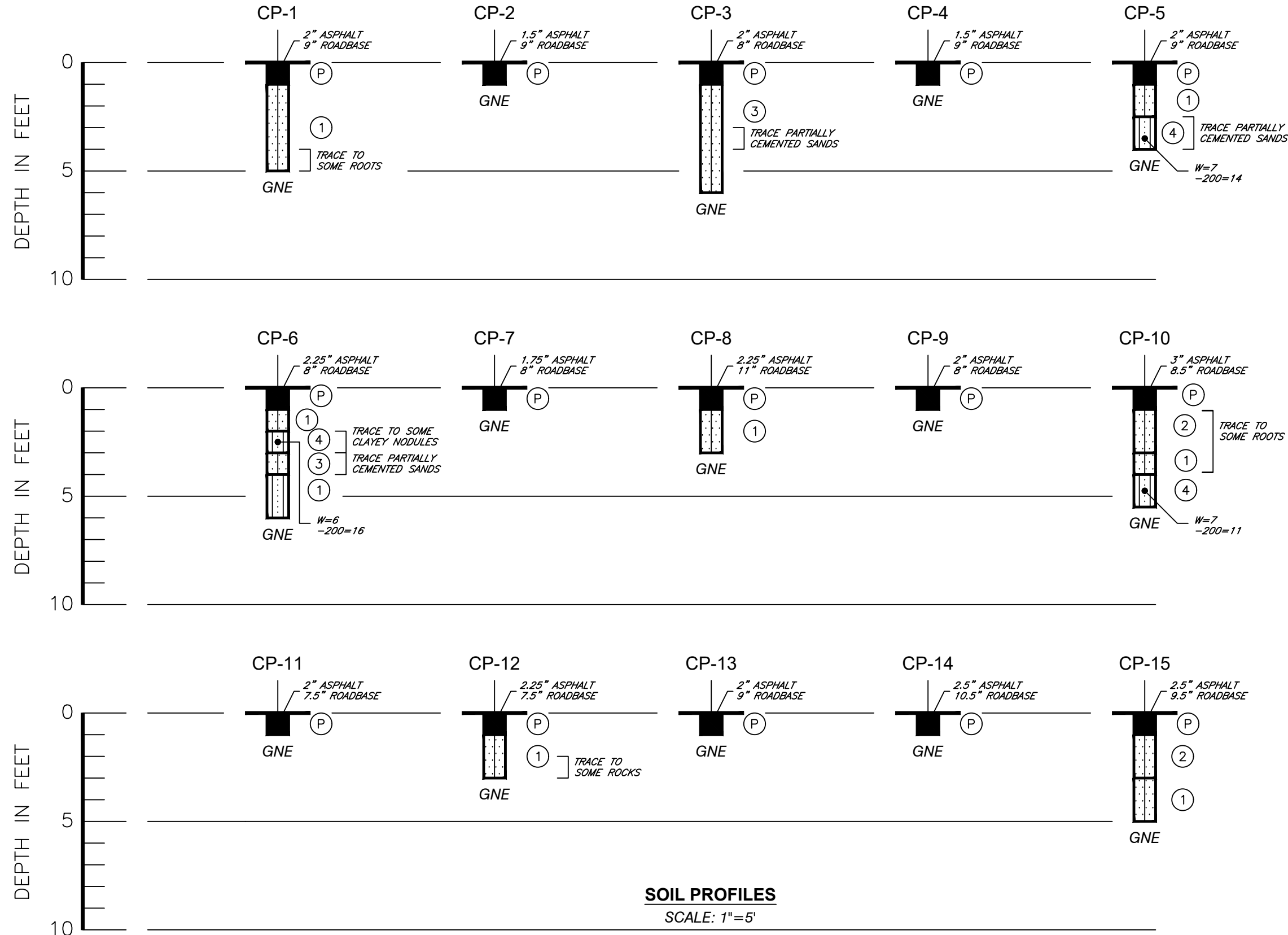
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DJW

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REFERENCE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH. THE PRESENTED DATA IS FOR INFORMATION PURPOSES ONLY. IT IS NOT MEANT FOR DESIGN, LEGAL, OR ANY OTHER USES. INTERTEK-PSI ASSUMES NO RESPONSIBILITY FOR ANY DECISIONS MADE OR ANY ACTIONS TAKEN BY THE USER BASED UPON INFORMATION OBTAINED FROM THE ABOVE DATA.

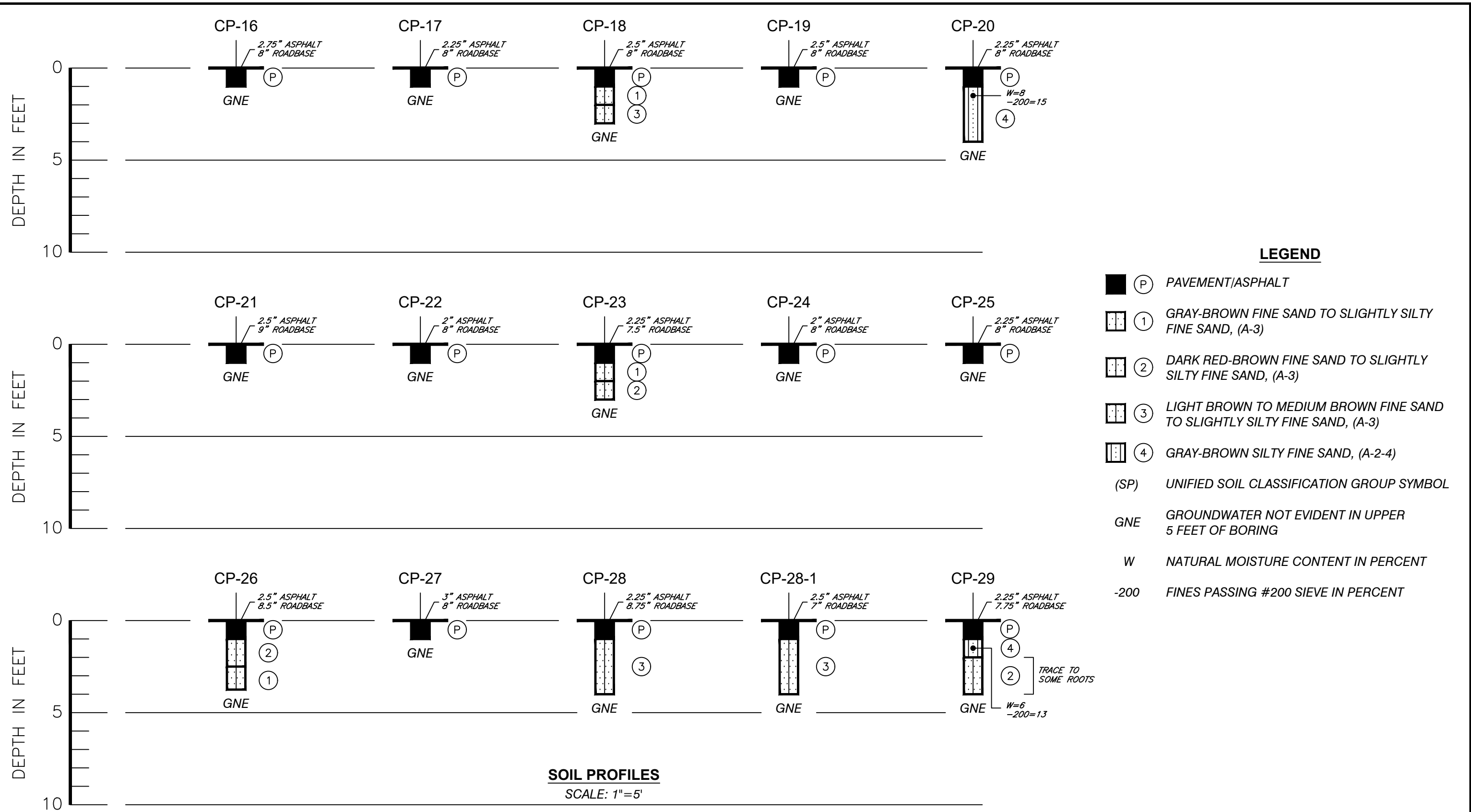
PROJECT NO. 07573081		1748 33rd Street Orlando, FL 32839 (407)304-5560 (407)304-5561 fax	GEOTECHNICAL ENGINEERING SERVICES PAVEMENT EVALUATION & ENGINEERING CHELONIA PARKWAY ORANGE COUNTY, FLORIDA			SHEET: 1
SCALE: 1"=800'						DRAWN: DJW
DATE CREATED: 7-12-23						CHECKED: PC

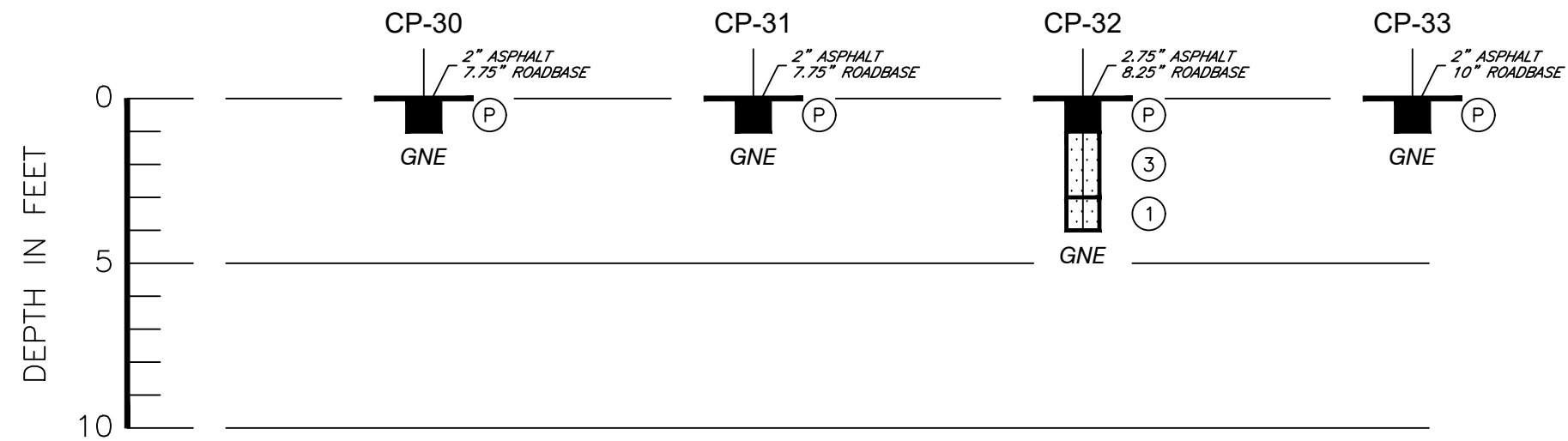


LEGEND

- (P) PAVEMENT/ASPHALT
- (1) GRAY-BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND, (A-3)
- (2) DARK RED-BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND, (A-3)
- (3) LIGHT BROWN TO MEDIUM BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND, (A-3)
- (4) GRAY-BROWN SILTY FINE SAND, (A-2-4)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL
- GNE GROUNDWATER NOT EVIDENT IN UPPER 5 FEET OF BORING
- W NATURAL MOISTURE CONTENT IN PERCENT
- 200 FINES PASSING #200 SIEVE IN PERCENT

SOIL PROFILES
SCALE: 1"=5'





SOIL PROFILES
SCALE: 1"=5'

LEGEND

- (P) PAVEMENT/ASPHALT
- ▨ (1) GRAY-BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND, (A-3)
- ▨ (2) DARK RED-BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND, (A-3)
- ▨ (3) LIGHT BROWN TO MEDIUM BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND, (A-3)
- ▨ (4) GRAY-BROWN SILTY FINE SAND, (A-2-4)
- (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL
- GNE GROUNDWATER NOT EVIDENT IN UPPER 5 FEET OF BORING
- W NATURAL MOISTURE CONTENT IN PERCENT
- 200 FINES PASSING #200 SIEVE IN PERCENT

PROJECT NO.
07573081

SCALE:
NOTED

DATE CREATED:
7-12-23



1748 33rd Street
Orlando, FL 32839
(407)304-5560
(407)304-5561 fax

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ORANGE COUNTY, FLORIDA

SHEET:
4

DRAWN:
DJW

CHECKED:
PC

APPENDIX B

PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 9 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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ORANGE COUNTY, FLORIDA
PROJECT NO. 07573081
DATE: 7/12/2023

intertek
psi

PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 1.5 inches
- Pavement Base: 9 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PROJECT NO. 07573081
DATE: 7/12/2023

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 8 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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ORANGE COUNTY, FLORIDA
PROJECT NO. 07573081
DATE: 7/12/2023

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 1.5 inches
- Pavement Base: 9 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 9 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 8 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 1.75 inches
- Pavement Base: 8 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 11 inches of soil cement

SHEET NO.:

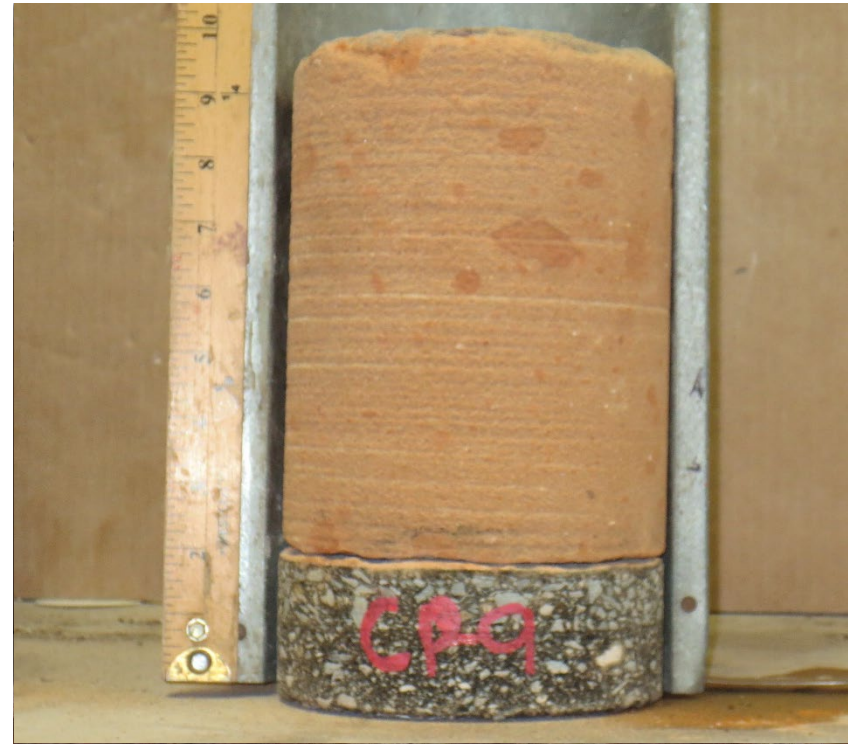
DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 8 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 3 inches
- Pavement Base: 8.5 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 7.5 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 7.5 inches of soil cement

SHEET NO.:

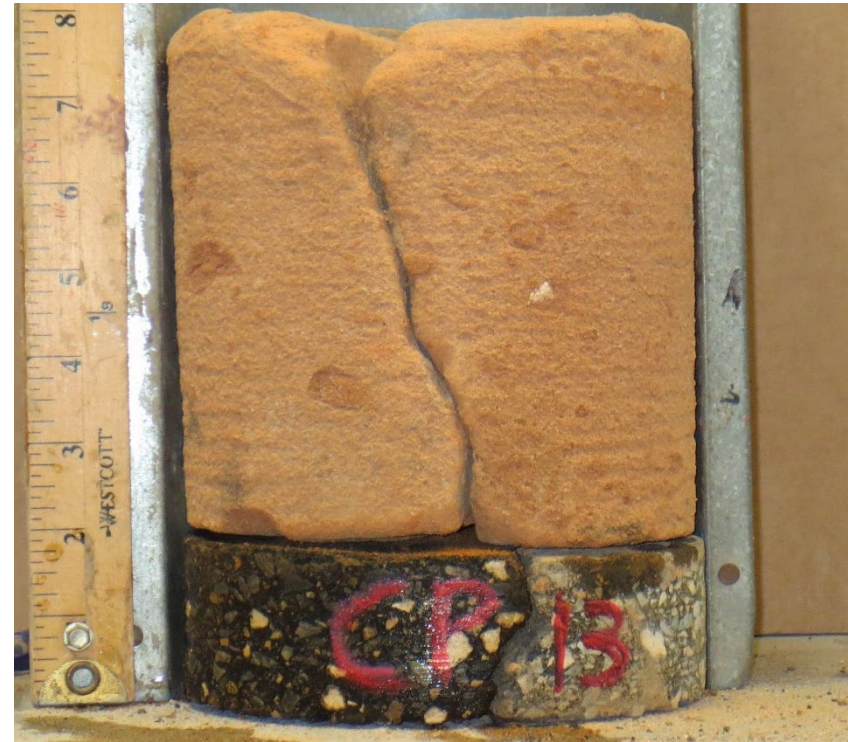
DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 9 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 10.5 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 9.5 inches of Durock

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.75 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 8 inches of Durock

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 9 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 7.5 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 8 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 8.5 inches of Durock

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 3 inches
- Pavement Base: 8 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 8.75 inches of soil cement

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.5 inches
- Pavement Base: 7 inches of concrete

SHEET NO.:

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CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.25 inches
- Pavement Base: 7.75 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

CHECKED BY: B.G.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 7.75 inches of soil cement

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 7.75 inches of soil cement

SHEET NO.:

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2.75 inches
- Pavement Base: 8.25 inches of soil cement

SHEET NO.:

DRAWN BY: P.C.

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PAVEMENT CORE PHOTOGRAPHS



- Asphalt: 2 inches
- Pavement Base: 10 inches of sandy limerock

SHEET NO.:

DRAWN BY: P.C.

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ORANGE COUNTY, FLORIDA
PROJECT NO. 07573081
DATE: 7/12/2023

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James C. Nugent

From: James C. Nugent
Sent: Friday, September 22, 2023 1:17 PM
To: James C. Nugent
Subject: FW: Bonnet Creek Resort CDD - Chelonia Pkwy Pavement Assessment

From: Robert Trompke <robert.trompke@intertek.com>
Sent: Thursday, September 21, 2023 3:31 PM
To: James C. Nugent <jnugent@dwma.com>
Cc: Michelle Boswell <mboswell@dwma.com>; Ben Gol <ben.gol@intertek.com>
Subject: RE: Bonnet Creek Resort CDD - Chelonia Pkwy Pavement Assessment

Jim,

I just heard back from Ben. He is okay with substituting 2 inches of SP 12.5 in lieu of two 1-inch lifts of SP 9.5.

Best Regards,

Robert A. Trompke, P.E.

Principal Consultant/Florida Geotechnical Practice Leader

Building & Construction

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