

*Bonnet Creek Resort Community  
Development District*

*Agenda*

*December 7, 2023*

# AGENDA

***Bonnet Creek Resort***  
***Community Development District***  
***Revised Meeting Agenda***

Thursday  
December 7, 2023  
1:30 PM

Bonnet Creek Board Room  
JW Marriott Bonnet Creek  
14900 Chelonia Parkway  
Orlando, FL

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the November 2, 2023 Board of Supervisors Meeting
4. Presentation of Bid Results and Recommended Ranking
  - A. Award and Negotiation of Contract
    - i. Ranger Construction
    - ii. Middlesex Paving
  - B. Consideration of Agreement for Chelonia Parkway Resurfacing Project
  - C. Consideration of Proposal for Construction Phase Services from DWMA
5. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Consideration of Don Bell Signs Entry Signs Pay Application No. 10
    - ii. Status of Entry Monument Project Completion
    - iii. Update of Status of Chelonia Parkway Repaving Project
  - C. District Manager's Report
    - i. Consideration of Check Register
    - ii. Balance Sheet and Income Statement
  - D. Field Manager's Report
    - i. Consideration of Quote from Yellowstone for Cleanup of Landscape Material
    - ii. **Consideration of Quote from Yellowstone for Street Sweeping - ADDED**
    - iii. **Consideration of Quote from Yellowstone for Spot Turf Replacement - ADDED**
6. Supervisor's Requests
7. Other Business
8. Adjournment

# 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, November 2, 2023 at 2:00 p.m. in the Astor Ballroom in the Waldorf Astoria, 14200 bonnet Creek Resort Lane, Orlando, Florida.

Present and constituting a quorum were:

Randall Greene	Chairman
Herb Von Kluge	Assistant Secretary
Becky Frasier	Assistant Secretary
Richard Scinta	Assistant Secretary

Also Present were:

George Flint	District Manager
Jan Carpenter	District Counsel
Jim Nugent	District Engineer
Clayton Smith	Field Manager <i>by telephone</i>
Jarett Wright	GMS

*The following is a summary of the discussions and actions taken at the November 2, 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 comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the September 29, 2023 Continued Meeting**

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor the minutes of the September 29, 2023 continued meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023 Audit Engagement Letter from Berger Toombs Elam Gaines & Frank**

On MOTION by Mr. Scinta seconded by Mr. Von Kluge with all in favor the engagement letter with Berger Toombs to perform the Fiscal Year 2023 audit in an amount not to exceed \$3,225 was approved.

**FIFTH ORDER OF BUSINESS**

**Ratification of Contract Renewal with BDA Environmental Consultants**

- A. Bonnet Creek**
- B. Crosby Island**

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor the proposals from BDA Environmental Consultants for Fiscal Year 2024 for Bonnet Creek in the amount of \$5,000 and Crosby Island in the amount of \$4,500 were approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2024 Aquatic Maintenance Renewal with Solitude**

On MOTION by Mr. Von Kluge seconded by Mr. Scinta with all in favor the Fiscal Year 2024 renewal with Solitude Lake Management in the amount of \$2,892 was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Maintenance and Indemnification Agreement for Golf Course**

Ms. Carpenter stated this is the bridges for the Hilton and Signia expansion where we had a temporary agreement' we now have a permanent maintenance indemnification agreement. Parc Hotels counsel has approved the form of agreement but is still doing some research on insurance.

On MOTION by Mr. Greene seconded by Mr. Von Kluge with all in favor the maintenance and indemnification agreement with G/B/H Four Star, LLC and G/B/H Golf Course, LLC was approved in substantially final form.

**EIGHTH ORDER OF BUSINESS****Consideration of Resolution 2024-01  
Amending the Fiscal Year 2023 Budget**

Mr. Flint stated this is an amendment to the FY23 budget. If our total expenses exceed our total budget, we are required to amend the budget within 60-days of the end of the fiscal year. In our current year budget we maximized the amount of money we could transfer to the capital reserve because of the paving project. We recognized additional fund balance that wasn't appropriated and transferred that this year. It ended up making our bottom-line expenses exceed our bottom-line budget. This amendment increases some line items, reduces others, it recognizes an additional \$38,000 in carry forward and under the expenses some of the line items are adjusted up or down and we increased the transfer out to capital reserve by \$100,000. The result of that is that our end of the year actuals is about \$45,000 higher than what our total budget was.

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor Resolution 2024-01 Amending the Fiscal Year 2023 Budget was approved.

**NINTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

There being none, the next item followed.

**B. Engineer****i. Review and Acceptance of Annual Engineer's Report**

This item completed prior to the meeting.

**ii. Status of Entry Monument Project Completion**

Mr. Nugent stated we did a walkthrough of the completed work on the east side sign, where we had the impacts and they had no questions or comments; everything looked good on the east side. I asked that he send a confirmation email to that affect noting that all the

landscaping that was not consistent with the terms of the settlement agreement have been addressed.

He was looking for a little more sod around the frontend of the west sign behind the back of curb up to where our sod starts because it was left a little bare. The RCID staff was supposed to take care of the irrigation. Sam said he would prepare a markup and send confirmation of the area that he wants sodded. There will probably be a small change order for the additional sod since we took some up, now we have to put it back with the last change order. The sign construction is effectively complete as long as we get these last two little details done. Clayton looked at it and thought it looked complete and 100% better.

One question came up about a clump of overgrown brush that is farther to the east side, in our easement but not part of the landscape area. The question was do we want to trim up that area.

George, Jan and I have to get together to discuss the mitigation costs and the Don Bell signs, counteroffer to what we figure the assessments were on an acreage basis.

### **iii. Update of Status of Chelonia Parkway Repaving Project**

Mr. Nugent stated the invitation to bid went out, and Middlesex, Ranger Construction, Preferred Materials and Timothy Rose Contractor plus a clearing house picked up bid documents. There was a series of questions and addendum no. 1 will go out today to all the prospective bidders. We had a voluntary prebid meeting onsite last week and Middlesex was the only contractor that attended. Bids are due on the 10<sup>th</sup>; I will put a bid tabulation together and circulate it for review and have it at the December board meeting.

## **C. District Manager's Report**

### **i. Consideration of Check Register**

On MOTION by Mr. Scinta seconded by Mr. Greene 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. Presentation of Arbitrage Rebate Calculation Report**

Mr. Flint presented the arbitrage rebate calculation report for the special assessment refunding bonds, series 2016.

On MOTION by Mr. Von Kluge seconded by Mr. Greene with all in favor the Arbitrage Rebate Calculation Report was accepted.
---

**D. Field Manager's Report**

Mr. Wright reviewed the field manager's report, copy of which was included in the agenda package.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being no comments, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Greene seconded by Mr. Scinta with all in favor the meeting adjourned at 2:29 p.m.
---

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

## SECTION 4

**BID TAB**  
**BONNET CREEK RESORT**  
**CHELONIA PARKWAY RESURFACING**  
Orange County, Florida  
Bids Due: November 10, 2023 at 2:00 p.m.

		Construct Connect	Middlesex Company	Ranger Construction Industries	Preferred Materials, Inc.	Timothy Rose Contracting
ITEM	DESCRIPTION	No Bid			No Bid	No Bid
	<b>PHASE 1 - 4 LANE SECTION</b>					
100	<b>GENERAL</b>					
101	Payment and Performance Bond (115%)		\$10,000.00	\$3,740.00		
102	Warrantee Bond (10%)		\$5,000.00	\$1,240.00		
103	Mobilization		\$41,000.00	\$93,900.00		
104	Maintenance of Traffic		\$60,000.00	\$98,000.00		
105	Geotechnical Testing (Orange County Standards)		\$2,500.00	\$125.00		
106	Erosion and Sediment Control		\$1,500.00	\$20,200.00		
	<b>Subtotal</b>	\$0.00	\$120,000.00	\$217,205.00	\$0.00	\$0.00
	<b>PAVEMENT</b>					
200	<b>PAVING - 4 LANE SECTION</b>					
201	2" FDOT Asphalt Type SP 12.5 In place, Compacted		\$830,250.00	\$712,170.00		
202	Milling Existing Pavement Between 1" - 2"		\$184,500.00	\$147,600.00		
203	Base Repair (4" SP 12.5) (10% Allowance)		\$166,050.00	\$128,965.50		
204	Pavement Marking (6" Paint; Yellow/White)		\$40,148.00	\$30,111.00		
205	Pavement Marking (Paint Arrows and Messages (white)		\$4,400.00	\$2,750.00		
	<b>Subtotal</b>	\$0.00	\$1,225,348.00	\$1,021,596.50	\$0.00	\$0.00
	<b>PHASE 2 - 2 LANE SECTION</b>					
300	<b>GENERAL</b>					
301	Payment and Performance Bond (115%)		\$2,500.00	\$798.00		
302	Warrantee Bond (10%)		\$1,500.00	\$311.50		
303	Mobilization		\$41,000.00	\$25,400.00		
304	Maintenance of Traffic		\$10,000.00	\$18,400.00		
305	Geotechnical Testing (Orange County Standards)		\$750.00	\$125.00		
306	Erosion and Sediment Control		\$500.00	\$9,119.00		
	<b>Subtotal</b>	\$0.00	\$56,250.00	\$54,153.50	\$0.00	\$0.00
	<b>PAVEMENT</b>					
400	<b>PAVING - 2 LANE SECTION</b>					
401	2" FDOT Asphalt Type SP 12.5 In place, Compacted		\$154,080.00	\$133,215.00		
402	Milling Existing Pavement Between 1" - 2"		\$32,100.00	\$41,730.00		
403	Base Repair (4" SP 12.5) ( 10% Allowance)		\$37,700.00	\$36,075.00		
404	Pavement Marking (6" Paint; Yellow/White)		\$15,954.75	\$8,154.65		
	<b>Subtotal</b>	\$0.00	\$239,834.75	\$219,174.65	\$0.00	\$0.00
	<b>TOTAL</b>		\$1,641,432.75	\$1,512,129.65		
1000	<b>BID ALTERNATE #1 (Phases 1 and 2 Combined)</b>					
1001	Deduct		(\$31,000.00)	(\$4,000.00)		
	<b>BID ALTERNATE #2 (Phase 1 - 4 Lane Section)</b>					
1002	Thermoplastic Striping in Lieu of Paint		\$45,000.00	\$33,300.00		
	<b>BID ALTERNATE #3 (Phase 2 - 2 Lane Section)</b>					
1003	Thermoplastic Striping in Lieu of Paint		\$5,000.00	\$1,880.00		

# SECTION I



## **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: Ranger Construction Industries, Inc.

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 ±6,445 feet of a four-lane section and ±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

One Million Five Hundred Twelve Thousand One

Hundred Twenty-Nine Dollars and Sixty-Five Cents

(In Words)

\$ 1,512,129.65

(In Figures)

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

**BID FORM (11/2/23)**  
**BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**  
**CHELONIA PARKWAY RESURFACING**  
**Orange County, Florida**  
**Bids Due: November 10, 2023 at 2:00 p.m.**

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	TOTAL COST
<b>PHASE 1 - 4 LANE SECTION</b>					
<b>100</b>	<b>GENERAL</b>				
101	Payment and Performance Bond (115%)	1	LS	\$3,740.00	\$3,740.00
102	Warranty Bond (10%)	1	LS	\$1,240.00	\$1,240.00
103	Mobilization	1	LS	\$93,900.00	\$93,900.00
104	Maintenance of Traffic	1	LS	\$98,000.00	\$98,000.00
105	Geotechnical Testing (Orange County Standards)	1	LS	\$125.00	\$125.00
106	Erosion and Sediment Control	1	LS	\$20,200.00	\$20,200.00
	<b>Subtotal</b>				\$217,205.00
<b>PAVEMENT</b>					
<b>200</b>	<b>PAVING - 4 LANE SECTION</b>				
201	2" FDOT Asphalt Type SP 12.5 In place, Compacted	36,900	SY	19.30	\$712,170.00
202	Milling Existing Pavement Between 1" - 2"	36,900	SY	4.00	\$147,600.00
203	Base Repair (4" SP 12.5) (10% Allowance)	3,690	SY	34.95	\$128,965.50
204	Pavement Marking (6" Paint; Yellow/White)	40,148	LF	0.75	\$30,111.00
205	Pavement Marking (Paint Arrows and Messages (white)	44	EA	62.50	\$2,750.00
	<b>Subtotal</b>				\$1,021,596.50
<b>PHASE 2 - 2 LANE SECTION</b>					
<b>300</b>	<b>GENERAL</b>				
301	Payment and Performance Bond (115%)	1	LS	\$798.00	\$798.00
302	Warranty Bond (10%)	1	LS	\$311.50	\$311.50
303	Mobilization	1	LS	\$25,400.00	\$25,400.00
304	Maintenance of Traffic	1	LS	\$18,400.00	\$18,400.00
305	Geotechnical Testing (Orange County Standards)	1	LS	\$125.00	\$125.00
306	Erosion and Sediment Control	1	LS	\$9,119.00	\$9,119.00
	<b>Subtotal</b>				\$54,153.50
<b>PAVEMENT</b>					
<b>400</b>	<b>PAVING - 2 LANE SECTION</b>				
401	2" FDOT Asphalt Type SP 12.5 In place, Compacted	6,420	SY	20.75	\$133,215.00
402	Milling Existing Pavement Between 1" - 2"	6,420	SY	6.50	\$41,730.00
403	Base Repair (4" SP 12.5) (10% Allowance)	650	SY	55.50	\$36,075.00
404	Pavement Marking (6" Paint; Yellow/White)	7,091	LF	1.15	\$8,154.65
	<b>Subtotal</b>				\$219,174.65
<b>TOTAL</b>					
<b>1000</b>	<b>BID ALTERNATE #1 (Phases 1 and 2 Combined)</b>				
1001	Deduct	1	LS	(\$4,000.00)	(\$4,000.00)
<b>BID ALTERNATE #2 (Phase 1 - 4 Lane Section)</b>					
1002	Thermoplastic Striping in Lieu of Paint	1	LS	\$33,300.00	\$33,300.00
<b>BID ALTERNATE #3 (Phase 2 - 2 Lane Section)</b>					
1003	Thermoplastic Striping in Lieu of Paint	1	LS	\$1,880.00	\$1,880.00

**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. 1 Date 11/2/2023

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.

<u>Tru-Mark Inc.</u>	<u>Pavement Markings</u>	<u>2.7</u>
(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:	<u>Ranger Construction Industries, Inc.</u>	Date: <u>11/10/2023</u>
Address:	<u>1200 Elboc Way</u>	By: 
	<u>Winter Garden, FL 34787</u>	Date: <u>11/10/2023</u>

F. Scott Fowler - Vice President  
Type Name and Title

Florida Construction Industry Board License No.: CGC 031554



## WORK EXPERIENCE (AS PRIME CONTRACTOR) / REFERENCES

JOB NAME	JOB DESCRIPTION	LOCATION	CLIENT	CONTRACT AMOUNT	COMPLETION DATE	CONTACT INFORMATION
Palm Beach County yearly paving and resurfacing contract	Paving and resurfacing as needed within the county	Palm Beach County	Palm Beach County	Original Contract Amount: \$13,000,000	we have this contract since 2015	Adam Faustini, CGC Assistant Director, Road and Bridge Engineering & Public Works Dept. Road & Bridge Division 2555 Vista Parkway West Palm Beach, FL 33411-5601 afaustini@pbccgov.org - 561-233-3950
Seminole County Annual Paving Contract (PO Based)	Paving	Various Areas through-out Seminole county	Seminole County		We had the contract for 3 years, ended December 2022	Dave Bryant/bryantdp@cdmsmith.com
City of Greenacres Annual Paving Contract (PO Based)	Milling & Resurfacing	Greenacres	City of Greenacres	\$254,960.00	We have this contract since 2018	5750 Melaleuca Ln, Greenacres, FL 33463 Contact person: Wyman Scott/Roads and Drainage Supervisor (561)642 2185 Email: wscott@greenacresfl.gov
Kirby Industrial Park & Palm Bay Colony	Milling & Resurfacing	City of Palm Bay	City of Palm Bay	\$1,024,250.95	Aug-22	Frank Watanabe 321.409.6341 Frank.watanabe@palmabayflorida.org
T1802 SR 559 at 557A/Gilead Drive	Milling & Resurfacing	SR 559 at 557A/Gilead Drive	FDOT/District 1	\$912,054.91	2/24/2022	William George wgeorge@consoreng.com Phone: +1.813.244.3159 Ext. 51058 Mobile: 813-316-6646 District One Construction 863-519-2361 Office 863-895-9367 FDOT Cell
ES2A7 SR 5 (US1) @ SR 404 EB Ramps Signalization	Mill & Resurface	SR 5 (US1) @ SR 404 EB Ramps Signalization	FDOT / District 5	\$1,852,006.44	12/18/2021	Suzanne Phillips, PE /suzanne.phillips@dot.state.fl.us / (886) 943-5514
SR 408 Woodbury Road	Resurfacing	SR 408 from Woodbury Road to North of SR 5D	Central Florida Expressway Authority	\$2,412,806.53	11/2/2021	Steven Capers/(407) 690-5000
T4494 (Southern Blvd from Crestwood/Forest Hill Blvd easterly 0.333 miles)	Work included road widening, bridge structure widening, revetment systems, milling & resurfacing, concrete curb & sidewalk, French drain, sewer main, & RCP, ITS, and lastly reconstruction of a signalized intersection	Palm Beach County	FDOT/District 4	\$5,685,197.65	3/17/2021	(954) 777-4130 5548 NW 9 Avenue Fort Lauderdale, FL 33309
MDW Property Wide FY20 (20KW-0116)	Asphalt Paving	Various Areas through-out Walt Disney World	Walt Disney World Resort	\$1,043,553.99	9/30/2020	Michael Lisi/Michael.A.Lisi@dlsney.com/407-656-9255
SR858 Turnpike (SR 91 from South of Atlantic Ave to North of Boynton Beach BLVD MP 81-MP 87)	Street Resurfacing	Palm Beach County	FDOT - Turnpike Enterprise	\$10,063,165.00	8/31/2020	Jaime Gomez Construction Project Manager Turnpike Enterprise Pompano Beach Operations Center Office: (954) 934-1131 (954) 789-1383 Florida's Cell:
Good Road (Wood Rd of FI TP to W of Cental Blvd; Palm Beach County)	The project scope included 1 mile of widening in each direction of travel, new bridge structure over I-95, MSE walls, drainage, signalization, curb and gutter, sidewalk, signage & pavement markings.	Palm Beach County	Palm Beach County BOCC	\$14,338,574.37	9/13/2019	Palm Beach County Construction Coordination Tel: (561) 684-4181
381A Golfview Infrastructure PH I	Site Work	Palm Beach International Airport	Palm Beach International Airport	\$5,171,912.85	3/10/2017	Cindy Portnoy cportnoy@pbia.org (561) 471-7400



# WORK EXPERIENCE/AS PRIME CONTRACTOR/REFERENCES

Furnish and Install Asphaltic Concrete Paving 200+ Ton	Resurfacing Various areas within the City	City of Port St Lucie	City of Port St Lucie	\$4,982,166.10 (PO Based)	3 Year Contract with one more year optional (started April 2019)	Thomas Salvador Manager – CIP / Inspections Roads and Bridges Division Public Works Department tsalvador@cityofpsl.com Tel: (772) 871-5187
Orange County Annual Paving Contract (since 2017)	Paving and resurfacing as needed within the County	Orange County	Orange County	PO Based contract since October 2019: \$6,972,302.69	We have this contract since 2017/The new Contract Started in October 2019	Fernando Valladares Gudino Contract Administrator Orange County Public Works Roads and Drainage Division Email: Fernando.ValladaresGudino@ocfl.net Phone: 407 836 7960
City of Palm Beach Gardens Annual Milling and Asphalt(2012/13/14/15/16/17/18)	Paving and resurfacing as needed within the city	City of Palm Beach Gardens	City of Palm Beach Gardens	\$1,024,950.00	we have this contract since 2012	Daniel Widdick/dwiddick@pbgfl.com Operations Manager Streets and Stormwater office: (561) 804-7044 cell: (561)282-8552   site: www.pbgfl.com address: 4050 Johnson Dairy Rd  Palm Beach Gardens, FL 33410
Village of Wellington Yearly Paving Contract (2015/16/17/18)	Paving and resurfacing as needed within the Village	Village of Wellington	Village of Wellington	\$1,271,303.00	we have this contract since 2015	Dennis Flaherty-Superintendent of Roads (561) 791-4000 dflaherty@wellingtonfl.gov Forest Hill Boulevard, Wellington, FL 33414 12300
Paradise Park PH 4 Stormwater	Street improvements for Paradise Park Phase 4 Full depth base reclamation 8" pave 1.5" SP 12.5 15,640 SY Bottom lift and 1" SP 9.5 15,640 Top lift. The site is approximately 48.7 acres of single family homes and is bounded by Juanita Avenue to the north, San Diego Avenue and Barcelona Avenue to the south, 23rd street to the west and Canal No.1 to the East.	2300 Virginia Ave. Fort Pierce FL 34982	St Lucie County BOCC	\$512,734.80	January 2020/Completed on time/on budget	Owner Name: St Lucie County BOCC (772) 462-1100 Address: 2300 Virginia Ave. Fort Pierce FL 34982 John Aylor/Site Superintendent - Loren Lock Trucking)) (772) 888-3614 John@LorenLockTrucking.com
St. Lucie West Motorcoach PH 1	Rehabilitation of asphalt pavement including but not limited to approximately 4,000 SY of mill and overlay with SP9.5 asphalt surface course, full depth asphalt repairs, remove and replace concrete curb, install new striping, remove and replace wheel stops and utility valve adjustments.	800 NW Peacock Blvd, Port St. Lucie, FL 34986	St. Lucie West Motorcoach	\$206,367.65	9/1/2020 /Completed on time/on budget	Tiffany Perry Property Manager Tel: (772) 336-1135 tiffany@signaturepropertymgmt.com
Taxiway C1	Rehabilitation of Taxiway C1 asphalt pavement rejuvenation P-632 of Taxiway, removed and replaced electrical and lighting along Taxiway C1 and new pavement striping. Pavement rejuvenation of including but not limited to approximately 5,000 SY of mill and overlay with SP12.5 asphalt surface course and installed 25	2011 SE Airport Rd, Stuart, FL 34996	Rehabilitation of Taxiway C1 asphalt pavement rejuvenation P-632 of Taxiway, removed and replaced electrical and lighting along Taxiway C1 and new pavement striping. Pavement rejuvenation of including but not	\$355,212.00	September 2020/Completed on time/on budget	Douglas N. Norman Sr. Vice President (Hoyle Tanner) (407) 380-1919 Email: dnorman@hoyletanner.com Tel:
Rainbow Lakes Estates Road Improvements	Milling and Paving	601 25th Ave, Ocala, FL 34471	Marion County	\$255,106.99	December 2019/Completed on time/on budget	Pete Hodges (Project manager) Tel: (352) 671-8444





## WORK EXPERIENCE(AS PRIME CONTRACTOR)/REFERENCES

Taxilane Charlie	Rehabilitation of Taxilane Charlie, including but not limited to approximately 1,280 SY of mill and overlay with P-401 asphalt surface course, and approximately 15,500 SY of full depth pavement removal, scarify top 3" of limerock, add limerock to achieve homogenous base and overlay with 4" of P-401 asphalt surface course.	2011 SE Airport Rd, Stuart, FL 34996	Martin County BOCC	\$700,759.91	September 2019/on time/Contract time was extended due to County Administrator/on budget	Douglas N Norman(Sr. Vice President (Hoyle Tanner)) (407)380-1919 dnorman@holetanner.com
Taxiway E Extension and Rehabilitate North Apron	Stormwater System; Mill & Resurfacing N Apron and add reinforcement mesh between bottom & top lifts; Construct TWY E1 & Demo existing TWY C-2; Construct TWY E Ext; and Performance Sod	PO Box 1389, Vero Beach, FL 32961	City of Vero Beach	\$3,760,884.79	August 2019 /Completed on time/on budget	Danielle Priest (Director of Operations Amherst Consulting) (772)713-0710 Danielle.Priest@amherst-consulting.com
Deerwood Elementary	Reclamation and Paving	817 Bill Beck Blvd, Kissimmee, FL 34744-4492	School District of Osceola County	\$283,530.00	August 2019/Completed on time/on budget	Jim Fisher (Project Manager) (407) 518-2964
High Meadow Ave Resurfacing and Bike Lanes	Project includes milling, resurfacing, and roadway widening to add bike lanes along SW High Meadow Avenue (from CR-714/SW Martin Highway to SW Murphy Road). The scope of work also includes erosion control, clearing and grubbing, excavation, fill and embankment, drainage structures and piping, Bahia sod, and other incidental work.	2401 SE Monterey Rd, Stuart, FL 34996	Martin County	\$766,697.90	July 2019/Completed on time/on budget	Rene Fresneda(Martin County Public Works Dept. - Capital Projects Division) rfresned@martin.fl.us
Jupiter Lakes Blvd Phase II	Widening, Curb, Landscaping, Permeable concrete sidewalk	Town of Jupiter	Jown of Jupiter	\$798,165.60	03/12/2019 Completed on time/on budget	Thomas Criscoll (Project Manager) scott@jupiter.fl.us
Signature Flight Support Phase II	Concrete Apron, Lighting	Orlando, FL	Signature Flight Corporation	\$2,728,780.02	01/31/2019 Completed on time/on budget	Mark Jensen (Project Manager) mjansen@aidinc.us
SR-60 from 38th Ave to 21st Ave-E4580	Contract consist of milling and resurfacing, drainage improvements including pipe liner, curb and gutter, sidewalks and ramps, driveways, traffic monitoring sites, signing and pavement markings, signalization (vehicular and pedestrian) including detection	Indian River County	FDOT	\$2,070,318.00	10/14/2018 Completed on time/on budget	Michael Jacobs: (772) 429-4949 - C: (772) 579-3276 Michael.Jacobs@dot.state.fl.us or Donald Larson: P: 772/429-4893 Cell: 772/828-1789 cell donald.larson@dot.state.fl.us
E1Q76/SR 15 from NE 131st Ln to south of NE 224th St	Contract consist of milling and resurfacing, adding a southbound left turn lane, base work, shoulder treatment, drainage improvements, signing and pavement marking and signalization	Okeechobee County	FDOT	\$3,162,332.00	9/4/2018 Completed on time/on budget	Susan Hindman Susan.Hindman@dot.state.fl.us
Lyons Rd Improvements	Road Widening, Milling and Resurfacing	Boca Raton, FL	GI Homes	\$891,345.12	9/1/2018 Completed on time/on budget	John Kopelakis jkopelakis@pbccgov.org



# WORK EXPERIENCE/AS PRIME CONTRACTOR/REFERENCES

SR 25 (US27)/N-FDOT Fin No. 430603-1-52-01 T4445	The improvements under this contract consist of milling and resurfacing, cross slope correction, signing and pavement markings, installation of traffic monitoring sites, signalization and lighting improvements along SR 25 (US 27).	US 27 - Broward County	FDOT	\$8,418,937.03	8/31/2018 Completed on time/on budget	Mario Sabi Jr., E.I. Project Engineer Pinnacle Consulting Enterprises, Inc. FDOT Broward Ops. 5548 NW 9th Avenue Ft. Lauderdale, FL 33309 Mobile: 305-951-1372 msabi@pinnacleci.com
75 Segment D	Heavy Highway – Express Lane Construction and Interchange Improvements Work consists of providing all labor, materials, equipment and incidentals necessary for widening the northbound off ramp to two (2) lanes and adjusting Turnpike Mainline geometry to provide an additional auxiliary lane in the northbound direction from Milepost 75.603 to Milepost 76.404. The existing ramp bridge over the Lake Worth Drainage District canal will be modified to remove the northbound off ramp traffic and a new two lane bridge constructed. Minor modifications to signing and pavement markings, ITS, and lighting are also included. The improvements under this Contract also consist of the addition of a right turn lane from the Turnpike off ramp to Glades Rd westbound and a right turn lane along Glades Road westbound to the northbound entry to Florida's Turnpike. The signing and pavement markings, lighting, and signalization was modified at the Turnpike Entrance and the	FDOT D4 Broward County	FDOT	\$80,437,734.08	7/16/2018 Completed on time/on budget	Scott Gombar, P.E. sgombar@eismannrusso.com
Glades Rd Interchange Ramp Improvements – FDOT Fin No. 435615-1-52-01 E890		Glades Rd in Boca Raton, and FL's Turnpike MP 75	FDOT	\$8,378,687.61	4/11/2018 Completed on time/on budget	Elizabeth N. Jett, P.E. American Engineering Group, Inc. Senior Project Engineer 8726 NW 26th Street, Suite #4, Miami, FL 33172 Mobile: 305-951-0015 ejett@americanengr.com
JS 27 Boggy Marsh Lake Louisa No. 238422-1-52-01 T5558 - FDOT Fin	The improvements under this contract consist of the reconstruction of SR 25 (US 27) in Lake County from Boggy Marsh Road to 1,000 feet north of Lake Louisa Road from rural typical section to a suburban six (6) lane divided typical section. This contract also includes curb and gutter, some improvements, signing and pavement markings, gravity and retaining walls, box culverts and signals, etc.	US 27 Lake County	FDOT	\$37,254,543.23	4/1/2018 Completed on time/on budget	William R Wages BWAGES@METRICENG.COM
Laverhill Road	Milling And Resurfacing	Palm Beach County	Palm Beach County	\$888,838.50	2/1/2018 Completed on time/on budget	John Kopelakis jkopelakis@pbcc.gov.org
Cobblestone Country Club Overlay	Construction of a parking lot	10301 SW Rookery Way, Palm City, FL 34990	Cobblestone Country Club HOA, Inc.	\$530,900.85	5/16/2017 Completed on time/on budget	Cobblestone Country Club HOA, Inc., (772) 233-8010 / hoasoffice@cobblestonectc.org
Palm Beach International Airport Taxiway E & D	Taxiway Construction	Palm Beach International Airport	PBIA	\$4,955,479.55	5/1/2016 Completed on time/on budget	Cindy Portnoy cportnoy@pbia.org
-595 Segment D	I-595 Improvements – Express Lanes Construction	FDOT D4 Broward County	Dragados USA	\$54,037,650.71	3/1/2014 Completed on time/on budget	Antonio Mayo



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Vecellio Group, Inc.</b>	
2 Business name/disregarded entity name, if different from above <b>Ranger Construction Industries, Inc.</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1645 N Congress Ave</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>West Palm Beach, FL 33409</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	2	0	9	8	6	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Douglas Vecellio</i>	Date ► <i>10/03/2022</i>
-----------	--	--------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 25, 2023

RANGER CONSTRUCTION INDUSTRIES, INC.  
1645 N CONGRESS AVE  
WEST PALM BEACH, FLORIDA 33409

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, UNDERGROUND UTILITY AND RIP RAP.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII:cg

*Improve Safety, Enhance Mobility, Inspire Innovation*

[www.fdot.gov](http://www.fdot.gov)





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**KRACUNAS, MICHAEL B**

RANGER CONSTRUCTION INDUSTRIES, INC.  
1645 NORTH CONGRESS AVENUE  
WEST PALM BEACH FL 33409

**LICENSE NUMBER: CGC031554**

**EXPIRATION DATE: AUGUST 31, 2024**

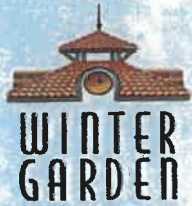
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







CITY OF WINTER GARDEN  
300 WEST PLANT STREET  
WINTER GARDEN, FL 34787  
P: 407.656.4111  
WWW.WINTERGARDEN-FL.GOV

WINTER GARDEN • Where good things grow

## LOCAL BUSINESS TAX RECEIPT FOR CITY OF WINTER GARDEN

Business Name:	RANGER CONSTRUCTION INDUSTRIES	Location:	1200 ELBOC WAY
Receipt No:	24-00000189	Class:	MANUFACTURER/FABRTR/AS MBLR - > 30 EMPLOY
Tax/Add'tl Tax:	\$ 286.66 \$	Issue Date:	August 09, 2023
Late Penalty:	\$ 0.00	Expires:	<b>September 30, 2024</b>
Total Paid:	\$0.00	Restrictions:	<b>MUST COMPLY WITH LOCAL BUSINESS TAX REQUIREMENTS</b>
		Comments:	

RANGER CONSTRUCTION INDUSTRIES  
1645 NORTH CONGRESS AVE

WEST PALM BEACH FL 33409

BUSINESS TAX RECEIPT MUST BE POSTED IN CONSPICUOUS PLACE AT ALL TIMES.

**\*\*\*PLEASE NOTE THE TOP PORTION IS YOUR LOCAL BUSINESS TAX RECEIPT  
AND IS PAID THRU SEPTEMBER 30th OF NOTED YEAR ABOVE \*\*\***

1. Business Tax Year is from October 1<sup>st</sup> through September 30<sup>th</sup>. Tax fees are prorated after April 1<sup>st</sup> as a half-year fee.
2. All **new** commercial business tax **must** be inspected by the Fire Department to meet all applicable state and city code requirements. You will be contacted to make arrangements for your inspection by the City Fire Inspector.
3. An Orange County Business Tax must be registered and paid **AFTER YOU HAVE BEEN ISSUED THE WINTER GARDEN BUSINESS TAX RECEIPT**. They are located at 200 S. Orange Ave, 16th Floor- Suite 1600, Orlando, FL 32801 and their office phone number is (407) 434-0312.

2023      **EXPIRES**      **9/30/2024**      2600-0049122  
2600 MFG-ASPHALT      \$140.00      75 EMPLOYEES ;

TOTAL TAX      \$140.00  
REGULATED WASTE      \$50.00  
PREVIOUSLY PAID      \$190.00  
TOTAL DUE      \$0.00

VECELLIO JR LEO A CEO

RANGER CONSTRUCTION  
INDUSTRIES INC  
1645 N CONGRESS AVE  
WEST PALM BCH FL 33409

1200 ELBOC WY  
C - WINTER GARDEN, 34787

PAID: \$190.00 0098-01111639 7/19/2023

**Tax Collector Scott Randolph****Local Business Tax Receipt****Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2023      **EXPIRES**      **9/30/2024**      2600-0049122  
2600 MFG-ASPHALT      \$140.00      75 EMPLOYEES ;

TOTAL TAX      \$140.00  
REGULATED WASTE      \$50.00  
PREVIOUSLY PAID      \$190.00  
TOTAL DUE      \$0.00

1200 ELBOC WY  
C - WINTER GARDEN, 34787

PAID: \$190.00 0098-01111639 7/19/2023



VECELLIO JR LEO A CEO

RANGER CONSTRUCTION  
INDUSTRIES INC  
1645 N CONGRESS AVE  
WEST PALM BCH FL 33409

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		<b>CONTACT NAME:</b> William Phelps <b>PHONE (A/C, No, Ext):</b> 561-762-5118 <b>E-MAIL ADDRESS:</b> billphelps@friedlandercompany.com <b>FAX (A/C, No):</b> 321-988-0209		
<b>INSURED</b> Ranger Construction Industries, Inc. 1200 Elboc Way Winter Garden FL 33411 RANG002		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : TRAVELERS IND CO OF CT		25682
		INSURER B : Travelers Property Casualty Co of Amer		25674
		INSURER C : CHARTER OAK FIRE INS CO		25615
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER: 1304687740

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CO-5807B217-23	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP-5807B186-23	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CUP-5809B407-23	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A		UB-8L888782-23	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of RANGER CONSTRUCTION INDUSTRIES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is F40180.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventeenth day of April, 1996



CR2E022 (2-95)

*Sandra B. Morikam*

Sandra B. Morikam  
Secretary of State



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

RANGER CONSTRUCTION INDUSTRIES, INC.

### Filing Information

<b>Document Number</b>	F40180
<b>FEI/EIN Number</b>	59-2098662
<b>Date Filed</b>	06/10/1981
<b>Effective Date</b>	06/08/1981
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	12/27/2010
<b>Event Effective Date</b>	12/31/2010

### Principal Address

1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Changed: 10/04/2022

### Mailing Address

1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Changed: 10/04/2022

### Registered Agent Name & Address

BROWNING, DOUGLAS  
101 SANSBURY'S WAY  
WEST PALM BEACH, FL 33411

Name Changed: 08/25/2010

Address Changed: 01/27/2009

### Officer/Director Detail

#### **Name & Address**

Title ST

BROWNING, DOUGLAS J



1645 N CONGRESS AVE  
WEST PALM BCH, FL 33411

Title PRESIDENT

SCHAFER, ROBERT  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

FRANK, SCOTT  
1645 N CONGRESS AVE  
WEST PALM BEACH, FL 33409

Title CHAIRMAN, CEO

VECELLIO JR, LEO A  
1645 N CONGRESS AVE  
WEST PALM BEACH, FL 33409

Title VP

Fowler, Frank Scott  
101 SANSBURY'S WAY  
WEST PALM BCH, FL 33411

Title VP

VECELLIO, MICHAEL A  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

VECELLIO, CHRISTOPHER S  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

VECELLIO, KATHRYN C  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title SR VICE PRESIDENT-FINANCE

SMITH, ROBERT D  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title CHIEF ESTIMATOR-CENTRAL, ASST. SECRETARY

SKUBAL, STEVE  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST SECRETARY

FOWLER, RICHARD  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST SECRETARY

YODER, WILLIAM  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST TREASURER, ASST SECRETARY

GWINN, L.L.  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST. SECRETARY

KRACUNAS, MICHAEL  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title BRANCH OPERATIONS MANAGER

FLYNN, PATRICK  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title CHIEF ESTIMATOR-SOUTH, ASST SECRETARY

ELLIS, BRIAN  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

TIMMING, JAMIE R  
1645 N CONGRESS AVE  
WEST PALM BEACH, FL 33409

Title ASST. SECRETARY

MERRICK, MAUREEN F  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST. SECRETARY

SULLIVAN, MICHAEL  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

**Annual Reports**

Report Year	Filed Date
2020	05/15/2020
2021	04/28/2021
2022	04/27/2022

**Document Images**

<a href="#">04/27/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/27/2020 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/15/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/02/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/27/2010 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">08/25/2010 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/22/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/12/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>





0

## DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Ranger Construction Industries, Inc (“Ranger”), is committed to maintaining a work environment that is free from the influence of both illegal drugs and Alcohol. This commitment is designed to help protect the health, safety, and wellbeing of our employees, visitors, customers, applicants for employment, temporary/contingent workers, and the like. This policy applies to all employees and applicants for employment (hereinafter collectively “Covered Persons”). In support of this effort, Ranger has adopted this Drug and Alcohol-Free Workplace Policy for all non-DOT full-time, part-time, hourly, salaried, temporary, and contingent workers at all Ranger locations. Because substance abuse at or away from work can seriously endanger the safety of employees and render it impossible to supply top-quality products and service, Ranger has also implemented a formal Employee Assistance Program to help employees in this capacity.

To this end, Ranger has adopted a comprehensive list of guidelines designed to maintain a drug and Alcohol-free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the Company.

Ranger will enforce this policy in a manner that is consistent with applicable federal, state, and local law.

This policy is effective 11/01/21 and supersedes any prior policy as well as other written or oral statements or representations by Ranger that are inconsistent with this policy.

*Please note:* this policy in no way guarantees employment for a certain period of time or otherwise alters an at-will employment relationship with Ranger.

**Definitions:** For purposes of this policy, the following capitalized words and terms mean:

1. **Illegal Drug** - means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including, but not limited to, amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Alcohol** – means a colorless volatile flammable liquid that is produced by the natural fermentation of sugars or other substances and is the intoxicating constituent of wine, beer, spirits, and other drinks, and is an industrial solvent and as fuel. This definition includes any beverage in a liquid form which contains not less than one-half of one percent of Alcohol by volume and is intended for human consumption, as well as any surrogate Alcohol, homemade Alcohol, illicit Alcohol, unrecorded Alcohol, and non-beverage Alcohol not intended for human consumption but which are consumed for purposes of becoming intoxicated.
3. **Under the Influence** – means the presence of any Illegal Drugs, Unauthorized Substance, or Alcohol that has been consumed by a Covered Person, and includes actions, appearance, speech, or bodily odors that reasonably cause Ranger to conclude that a Covered Person is impaired because of Illegal Drug use, Alcohol use, or misuse of legal drugs (prescription and possibly over the counter drugs).
4. **Premises or Property** – means buildings, parking lots, vehicles owned or leased by Ranger or used for Ranger purposes, work facilities and plants, warehouses, equipment, or land used by Ranger, or its customers or suppliers.
5. **Safety-Sensitive Positions** - means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for operating a company or stipend vehicle or for the health, safety, and welfare of Ranger employees are also considered to work in a Safety-Sensitive Position. *See Appendix A.*



6. **Unauthorized Substances** – means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold, or distributed in violation of this policy. *See* “Prohibitions” number 4 (A) – (D) below. Unauthorized substances also include substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose (e.g. specifically including the inhalation of intoxicating substances, such as nitrous oxide, glue, cleaning products, etc.), and used in an unsafe manner or quantity so as to impair the employee’s ability to safely and adequately perform his/her job responsibilities.

**Prohibitions:** Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Ranger Premises or Property, or performing work (on or off Ranger Premises or Property or Customer Premises or Property) while under the influence of Alcohol, Illegal Drugs, and/or Unauthorized Substances. The presence of any consumed Alcohol in Covered Person’s system, regardless of when consumed, may be subject to disciplinary action in accordance with this policy.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Ranger Premises or Property, or performing work (on or off Ranger Premises or Property) with Alcohol in his/her system sufficient to yield a positive Alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) Alcohol, Illegal Drugs, and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner, or at any time, on Ranger Premises or Property, or while performing work (on or off Ranger Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) over-the-counter, or prescription drugs on Ranger Premises or Property, or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, selling, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, sell, transfer, dispense, traffic, or distribute):
  - a. prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;
  - b. prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
  - c. over-the-counter drugs in a manner or quantity other than set forth in the directions; or
  - d. over-the-counter or prescription drugs in an unsafe manner.
5. Covered Persons are prohibited from refusing to provide an adequate drug or Alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
6. Covered Persons are prohibited from providing an altered, adulterated, diluted, or substituted drug or Alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or Alcohol test.
7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion Alcohol or drug test are prohibited from using Alcohol or drugs (including over-the-counter or prescription drugs) for eight (8) hours following the accident or





determination of reasonable suspicion, or until the Covered Person undergoes an Alcohol or drug test, whichever occurs first.

8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within five (5) days of such conviction, even if the activities giving rising to the conviction did not occur on Ranger Premises or Property, or while performing work for Ranger.

*Marijuana:* Note that it is Ranger's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Ranger will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Ranger considers marijuana to be an Illegal Drug for purposes of this policy in *all* states – even those states that allow for medical and/or non-medical use.<sup>1</sup> Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Ranger Premises or Property or while on Ranger business is strictly prohibited.

*Alcohol Use at Ranger Events:* Alcohol is served at certain Ranger sponsored events and/or business-related activities. At those events, Alcohol consumption by Covered Persons (in moderation) does not violate the terms of this policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional, and responsible manner at all times.

#### **Appropriate Use of Prescription Medication**

Covered Persons' proper use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this policy. It is each Covered Person's responsibility to check with a physician regarding whether the use of any medication may adversely affect performance or safety at work. Ranger does not unlawfully discriminate against employees or applicants on the basis of disability. *Employees and applicants who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to the Human Resources Department.*

A Covered Person who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee's job performance), may be subject to further assessment. In such cases, Ranger will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee's employment.

#### **Medication Disclosure**

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely affects, or which may reasonably be expected to adversely affect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to the Safety Department using the Medications Disclosure Form and Authorization for Release of Information attached hereto. *See Appendix B.* When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or the Human Resources Department for purposes of evaluating reasonable accommodations for a Covered Person's disability. Such disclosures will be, to the extent appropriate, treated confidentially by Ranger. This Medications Disclosure Form is job-related and consistent with business necessity.

---

<sup>1</sup> Ranger will not discriminate against Covered Persons based on their status as a patient enrolled in a medical cannabis registry program in those states where applicable and will not discriminate against patients enrolled in State authorized medical cannabis registry programs who test positive for cannabis components or metabolites. Notwithstanding, Covered Persons shall not use, possess, or be impaired by cannabis on Ranger Premises or Property during working hours.



Upon receipt of the completed Medications Disclosure Form, the Safety Department, and where appropriate, the Covered Person, the Covered Person's physician, Ranger's Medical Review Officer ("MRO"), and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

### **Non-Discrimination**

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Ranger does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs, and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

### **Drug and Alcohol Testing Procedures Testing**

Ranger will perform drug and Alcohol testing on Covered Persons in a manner consistent with applicable law. Ranger may test for the presence of some or all substances defined above as Illegal Drugs and/or Alcohol. The following are the types of testing that Ranger may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Ranger, be required to submit to a drug test.
2. **Post-Accident Testing:** Covered Persons will be subject to Post-accident drug testing when any accident results in a fatality, requires medical attention beyond first aid or results in lost work time, caused property damage (including damage to vehicles owned or leased by Ranger or being used for Ranger purposes) in a significant amount, or involved a Ranger customer or client. Covered Persons may be Alcohol tested when there is a reasonable suspicion that Alcohol use may have been a contributing factor to the injury or accident.

Testing under this section will be undertaken as soon as practicable after the reported injury or accident and administered to Covered Persons who Ranger reasonably believes may have contributed to the injury or accident. Testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug or Alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a test as set forth above as a result of an accident will not be allowed to return to work until the results of the test become available to Ranger and it is determined by Ranger that those Employees may return to work in accordance with this policy.

3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/Alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/Alcohol and/or has violated this policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by two (2) or more people. Such persons will not be allowed to drive themselves to a clinic for drug/Alcohol testing or return to work until the results of the drug/Alcohol test become available to Ranger.
4. **Random Testing:** Covered Persons will be subject to random, unannounced drug and Alcohol testing, in accordance with applicable state and/or federal law. *See Appendix A.* All Covered Persons subject to the above testing are selected randomly by an independent contractor and will have an equal probability of being neutrally selected for such testing.





### Testing Procedures

Drug or Alcohol test samples/specimens (typically breath in the case of Alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Ranger.<sup>2</sup> The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/Alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.<sup>3</sup>

Immediately after Ranger determines that a Covered Person shall be tested, a Ranger representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen.

Ranger will pay the full cost of any testing it has requested or required of a Covered Person.

Ranger will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Ranger under this policy is considered work time for purposes of compensation and benefits.

### Testing Results

A Covered Person shall not be deemed to be positive on a drug or Alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing. The confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method.<sup>4</sup> Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.

A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded.<sup>5</sup> Information regarding the screening cutoff levels for various drugs will be made available upon request.

Positive test results (or results determined to be adulterated, diluted, or substituted) will be communicated to Ranger's Medical Review Officer (MRO). On receipt of positive test results (or results determined to be adulterated, diluted, or substituted), the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant.<sup>6</sup> After speaking with the Covered Person, the MRO will report the results to Ranger as appropriate. Ranger will then make a determination regarding the appropriate response to the positive test results, which may include disciplinary action, up to and including termination of employment.

---

<sup>2</sup> In North Carolina, Covered Persons will receive written notice of their rights under the State's controlled substance testing statute and regulations at the time the individual provides any sample for controlled substance testing.

<sup>3</sup> In Virginia, testing shall be performed, and a sample collected, in accordance with scientifically recognized standards by a laboratory accredited by the United States Department of Health and Human Services, the College of American Pathology, or the American Association for Clinical Chemistry, or the equivalent.

<sup>4</sup> Screening, testing, and confirmation procedures for all Covered Persons subject to controlled substance testing under North Carolina law will comply with the requirements of the U.S. Department of Health and Human Services, 59 Federal Register No. 110, pages 29908 through 29931 (June 9, 1994), the requirements of the College of American Pathologists' (CAP) Forensic Urine Drug Test Inspection Checklist, and/or alternative procedures that meet the requirements of North Carolina's CSERA. Further, confirmation testing for all Covered Persons subject to controlled substance testing under North Carolina law will be done by the use of gas chromatography with mass spectrometry or an equivalent scientifically accepted method.

<sup>5</sup> In North Carolina, a Covered Person has the right to retest a confirmed positive sample of a controlled substance test at the same or another approved laboratory during the time which the sample is required to be retained under North Carolina law. The Covered Person must request the release of the sample in writing specifying to which approved laboratory the sample is to be sent. The Covered Person incurs all reasonable expenses for chain of custody procedures, shipping, and retesting of positive samples related to this request. Covered Persons in West Virginia have a right to request that a split sample be tested at another laboratory at the Covered Person's expense.

<sup>6</sup> In Alabama, a Covered Person who receives a positive confirmed test result may contest or explain the result to Ranger within five (5) working days after written notification of the positive test result. In Tennessee, a Covered Person may contest the results of a positive drug test within five (5) days of receiving written notice of the positive drug test result.



Covered Persons wishing to contest/rebut a positive test result must utilize the process explained by the MRO. Covered Persons, at their own expense, may request another test be performed utilizing the original specimen submitted at the time the initial sample was collected. No new samples may be submitted. If the result of the retest is determined to be negative, the Company will reimburse the cost of the retest and reinstate the Covered Person's employment status.

The results of any and all drug or Alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Ranger will not release any information regarding the test results outside of Ranger without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' testing.

### **Forfeiture of Benefits**

It is a condition of employment for all Covered Persons to comply with this policy and its prohibitions on the use of Alcohol, Illegal Drugs, and/or Unauthorized Substances.

Covered Persons are hereby on notice that those who are discharged for violating this policy may be ineligible for unemployment compensation benefits.

Covered Persons are further on notice that those who test positive on a drug or Alcohol test after suffering a workplace accident and those who refuse to submit to a drug and/or Alcohol test after suffering a workplace accident may be ineligible for workers' compensation benefits relating to any injury sustained as a result of the workplace accident.

### **Education and Training**

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Ranger makes available educational materials and training sessions on an as-needed basis.

### **Employee Assistance Program**

Ranger provides its employees with access to an Employee Assistance Program ("EAP") that can offer assistance for substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and to help in obtaining counseling, treatment, and/or rehabilitation for drug or Alcohol abuse. Note that, unless required by law, Ranger does not pay for drug/Alcohol treatment and/or counseling services. Please refer to your medical provider for any benefits that may be offered for treatment and/or counseling services.

EAP eligibility information and EAP contact information can be obtained from Ranger's Human Resource Department.

Note that a Covered Person's first request for assistance from the EAP *before* drug or Alcohol testing required under this policy will not itself be used as the basis for disciplinary action. A Covered Person's request for assistance from the EAP *after* drug or Alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this policy has already occurred.

### **Notification of Policy**

Ranger will notify Covered Persons of this policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this policy; and (e) making copies of this policy available for inspection by Covered Persons during regular business hours.

### **Acknowledgment and Consent**

Any Covered Person subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of Alcohol or drugs, and (2) the release to Ranger of medical information regarding the test results. See Appendix C. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to disciplinary action, up to and including termination.

**Reservation of Rights**

Ranger reserves the right to administer this policy and interpret, change, or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Ranger to modify or supplement the policy.

**Questions**

Covered Persons shall direct any questions about this policy to the Safety Department Safety Administrator at (561) 784-3541.



## **APPENDIX A**

### **Safety-Sensitive Positions identified, but not limited to:**

Accountant-Accounting  
Accountant-Finance  
Administrator-3D Machine Cntrl  
Administrator-Accounting  
Administrator-Accounts Payable  
Administrator-Contracts  
Administrator-Cost  
Administrator-Environmental  
Administrator-Facilities  
Administrator-Human Resources  
Administrator-Payroll  
Administrator-Purchasing  
Administrator-Safety  
Administrator-Trucking  
Analyst-Marketing  
Area Manager-Grade  
Area Manager-Operations  
Asphalt Raker  
Assistant Controller-Finance  
Asst Manager Dispatch-Scale Op  
Asst Manager-Administration  
Backhoe Operator-Grade  
Backhoe Operator-Pipe  
Backhoe Operator-Pit  
Backhoe Operator-Pump Station  
Beltman-Plant  
Broom Operator-Asphalt  
Bulldozer Operator-Grade  
Carpenter  
Carpenter Trainee-Bridge  
Carpenter-Bridge  
Carpenter-Lift Station  
Carpenter-Seawall  
Chief Estimator  
Clerk-Accounting  
Clerk-Accounts Payable  
Clerk-Accounts Receivable  
Clerk-Administration  
Clerk-Contracts  
Clerk-Estimating  
Clerk-General  
Clerk-Parts  
Clerk-Payroll  
Clerk-Purchasing



Clerk-Safety  
Concrete Finisher  
Controller-Finance  
Coordinator-Accounts Payable  
Coordinator-Estimating  
Coordinator-Human Resources  
Coordinator-Operations  
Coordinator-Payroll  
Coordinator-Project  
Coordinator-Safety  
Crane Operator-Bridge  
Crane Operator-Sea Wall  
Crusher Operator-Pit  
Director-Asphalt Plant Ops  
Director-Bio Diesel Marketing  
Director-Business Development  
Director-Communications  
Director-Environmental  
Director-Equipment  
Director-Family Office  
Director-Internal Audit  
Director-Mechanical Services  
Director-Operations  
Director-Operations & Bus Dev  
Director-Safety  
Director-Terminal  
Director-Training  
Dispatcher-Scale Operations  
Distributor Operator-Asphalt  
Dock Man  
Dock Man-CL I  
Dock Man-CL II  
Dragline Operator-Pit  
Driver-Operations  
Dump Truck Driver-Trucking  
Earth MSE Wall Erector-Grade  
Electrical Manager-Plant  
Electrician Helper-Plant  
Electrician-Plant  
Electrician-Plant  
Engineer-Estimating  
Engineer-Field  
Engineer-Project  
Engineer-Quarries  
Estimator  
Estimator-Engineering  
Excavator Rough-Grade



Excavator-CL II Operator  
Excavator-Grade  
Executive Assistant  
Flagger-Traffic Control  
Flat Bed Driver-Trucking  
Foreman-Asphalt  
Foreman-Bridge  
Foreman-Equipment  
Foreman-Grade  
Foreman-Milling  
Foreman-Pipe  
Foreman-Pit  
Foreman-Plant  
Foreman-Project  
Foreman-Rail  
Foreman-Shop  
Foreman-Traffic Control  
Foreman-Working Foreman  
Foreman-Working Foreman  
Fuel Truck Driver-Equipment  
Fuel Truck Driver-Shop  
General Counsel  
Generalist-Human Resources  
Gradall Operator-Grade  
Greaser-Maintenance  
Handyman-Maintenance  
Industrial Painter  
Instrument Person-Survey  
Intern-Engineering  
Janitor  
Junior Project Manager  
Laborer-Asphalt  
Laborer-Bridge  
Laborer-Carpenter Trainee  
Laborer-CL III  
Laborer-Facilities  
Laborer-Grade  
Laborer-Lift Station  
Laborer-Mechanical Services  
Laborer-Pipe  
Laborer-Plant  
Laborer-Pump Station  
Laborer-Seawall  
Laborer-Shop  
Laborer-Terminal  
Laborer-Traffic Control  
Landscaper-General



Lead Carpenter  
Lead Mechanic-Shop  
Lead Operator-Terminal  
Lead Person In Charge  
Lead-Asphalt  
Lead-Bridge  
Lead-Grade  
Lead-Lift Station  
Lead-Mechanical Services  
Lead-Pipe  
Lead-Plant  
Lead-Pump Station  
Lead-Seawall  
Lead-Trucking  
Loader Operator-Asphalt  
Loader Operator-Grade  
Loader Operator-Pipe  
Loader Operator-Pit  
Loader Operator-Plant  
Loader Operator-Rail  
Loader Operator-Scale Ops  
Lowboy Driver-Shop  
Lowboy Driver-Trucking  
Lubeman-Equipment  
Maintenance Manager-Plant  
Manager- Sales  
Manager-Accounting  
Manager-Accounts Payable  
Manager-Accounts Receivable  
Manager-Asphalt  
Manager-Branch  
Manager-Business Development  
Manager-Commercial Services  
Manager-Drone Surveying  
Manager-Engineering  
Manager-Environmental  
Manager-Equipment  
Manager-Facilities  
Manager-Fleet  
Manager-General  
Manager-Human Resources  
Manager-Marketing  
Manager-Operations  
Manager-Payroll  
Manager-Plant  
Manager-Project  
Manager-Project





Manager-Quality Control  
Manager-Safety  
Manager-Shop  
Manager-Terminal  
Manager-Trucking  
Mechanic Helper-Equipment  
Mechanic Helper-Maintenance  
Mechanic Helper-Plant  
Mechanic Helper-Shop  
Mechanic-Equipment  
Mechanic-Field  
Mechanic-Field-Shop  
Mechanic-Plant  
Mechanic-PM-Shop  
Mechanic-Shop  
Mill Operator-Asphalt  
Motor Grader Op Trainee  
Motor Grader Operator  
Off Highway Truck Driver  
Off Hwy Rear Dump Truck Driver  
Off Road Driver-Trucking  
Partsman-Shop  
Party Chief-Survey  
Paver Operator-Asphalt  
Person In Charge  
Pile Driver Operator-Bridge  
Pilot  
Pipelayer-CL II Laborer  
Pipelayer-Pipe  
Plant Operator  
Plant Operator Trainee  
Plant Operator-Asphalt  
President-Ranger Construction  
President  
President-Corporate  
President-Hal Jones Contractor  
President-Ranger Construction  
President-Sharpe Brothers  
President-Vecellio & Grogan  
President-White Rock Quarries  
Receptionist  
Roller Operator-Asphalt  
Roller Operator-Grade  
Sales Representative  
Screed Op Trainee-Asphalt  
Screed Operator-Asphalt  
Screenman-Plant





Secretary&Treasurer-Corporate  
Senior Manager-Project  
Service Driver-Shop  
Service Truck Driver-Asphalt  
Service Truck Driver-Shop  
Shuttle Buggy-Asphalt  
Specialist-Traffic Control  
Sr Accountant-Tax  
Sr Clerk-Accounts Payable  
Sr Crane Operator-Bridge  
Sr Director-Engineering  
Sr Estimator  
Sr Manager-Plant  
Sr Superintendent-Asphalt  
Sr Technical Architect-IT Tech  
Sr Technical Business Analyst  
Sr Technical Manager-IT Tech  
Sr Terminal Operator  
Sr Vice President-Finance  
Sr Vice President-Vecenergy  
Steam Jenny-Equipment  
Superintendent-Asphalt  
Superintendent-Bridge  
Superintendent-Equipment  
Superintendent-Grade  
Superintendent-Operations  
Superintendent-Pipe  
Superintendent-Plant  
Superintendent-Project  
Supervisor-General  
Supervisor-Operations  
Supervisor-Quality Control  
Supervisor-Terminal  
Systems Coordinator-IT Tech  
Tanker Driver-Trucking  
Tech Trainee-Quality Control  
Technical Architect-IT Tech  
Technical Business Analyst  
Technical IT Support Manager  
Technical Manager-IT Tech  
Technical Support Specialist  
Technical Trainer  
Technician-Facilities  
Technician-Field  
Technician-Lab  
Technician-Preventive Maint  
Technician-Quality Control



Terminal Operator  
Testing Tech-Mech Services  
Truck Driver GVWR >26,000 lbs  
Truck Driver-Pit  
Utility Operator-Asphalt  
Utility Operator-Grade  
Utility Operator-Pit  
Utility Operator-Pump Station  
Utility Operator-Seawall  
Vice President-Asphalt Marketing  
Vice President-Asphalt Plant Operations  
Vice President-Corporate  
Vice President-Corporate  
Vice President-Finance  
Vice President-Human Resources  
Vice President-IT Technology  
Vice President-Operations  
Vice President-Quarry Operations  
Vice President-Safety & Risk Management  
Welder-Bridge  
Welder-Field  
Welder-Mechanical Services  
Welder-Pit  
Welder-Plant  
Welder-Shop  
Working Foreman-Bridge  
Working Foreman-Carpenter  
Working Foreman-Grade  
Working Foreman-Lift Station  
Working Foreman-Pipe  
Working Foreman-Pump Station  
Working Foreman-Seawall





**Authorization for Release of Information**

**To be completed by Covered Persons who submit a Medications Disclosure Form**

To: Custodian of Records

I hereby authorize the use or disclosure of my health information as described below.

Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Persons authorized to provide information: Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

Persons authorized to receive information: Ranger's Human Resources Department.

Specific description of information (including date(s) of service): Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work for Ranger, I hereby authorize and request you to permit Ranger's Human Resources Department to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Ranger only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Ranger.

A photocopy of this authorization is to be treated as an original.

Purpose of the use or disclosure: Determining the ability to undertake safety-sensitive work for Ranger.

I understand that I am entitled to a copy of this form when I sign it. Initials: \_\_\_\_\_

I understand that this authorization will expire 30 days from the date it is signed below.

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

Signature of Individual or Legal Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Individual or Legal Representative: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_



## APPENDIX C

### Acknowledgement and Consent

I certify that I have received and understand Ranger's Drug and Alcohol-Free Workplace Policy.

I agree to comply with Ranger's Drug and Alcohol-Free Workplace Policy and understand that failure to comply is grounds for disciplinary action, up to and including termination.

I voluntarily consent to submit to drug and/or Alcohol testing as outlined in Ranger's policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine and/or breath specimens tested for drugs, Alcohol, and/or controlled substances (and their metabolites) at a certified laboratory.

Further, if I enroll or participate in a substance abuse rehabilitation program ("Program"), which is approved by Ranger, I freely and voluntarily consent and authorize the Program to communicate, verbally or in writing, with Ranger, and to release to Ranger any verbal or written recommendations, findings, conclusions, or results from the program, upon Ranger's verbal or written request. I agree to release the Program, including its agents, officers, directors, or employees, from any and all liability of whatever kind as a result of the release of information to Ranger.

In order to provide information to Ranger, I agree to execute authorizations, release forms, or other documentation as may be required under federal, state, or local law, including but not limited to, the Substance Abuse regulations codified at 42 C.F.R. Part 2 and the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

I understand and agree that my at-will employment status cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally-binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time. I understand and agree that nothing contained in this Acknowledgement and Consent or in Ranger's Drug and Alcohol-Free Workplace Policy shall be considered an employment contract for a definite term.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwanee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

9/16/2021

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

RANGER CONSTRUCTION INDUSTRIES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

A handwritten signature in black ink, appearing to read "Stefan Kulakowski", with a stylized flourish at the end.

Stefan Kulakowski  
State Contract Compliance Administrator  
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: 9/16/2024**

**This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.**



## DBE AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of Ranger Construction Industries, Inc. that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the **opportunity** to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.


The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Ranger Construction Industries, Inc. Subcontractors and/or suppliers to Ranger Construction Industries, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

Ranger Construction Industries, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the **opportunity** to compete and perform work contracted with the Florida Department of Transportation.

Ranger Construction Industries, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

Robert Schafer has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Ranger Construction Industries, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

X

  
Bob Schafer

, President

X

15 Sep 2021  
Date



## **I. DESIGNATION OF LIAISON OFFICER**

Ranger Construction Industries, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

Robert Schafer  
Ranger Construction Industries, Inc.  
101 Sansbury's Way West Palm Beach, FL 33411  
561-793-9400  
59- 2098662

## **II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, Ranger Construction Industries, Inc. has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Ranger Construction Industries, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. Ranger Construction Industries, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);



4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Ranger Construction Industries, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### **III. IMPLEMENTATION**

On contracts with specific DBE goals, Ranger Construction Industries, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### **IV. REPORTING**

Ranger Construction Industries, Inc. shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

### **V. DBE DIRECTORY**

Ranger Construction Industries, Inc. will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



Company ID Number: 403857

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Ranger Construction Industries, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



**Company ID Number: 403857**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



**Company ID Number: 403857**

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



**Company ID Number: 403857**

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



**Company ID Number: 403857**

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-





**Company ID Number: 403857**

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



**Company ID Number: 403857**

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



**Company ID Number: 403857**

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



**Company ID Number: 403857**

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



**Company ID Number: 403857**

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



**Company ID Number: 403857**

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.





Company ID Number: 403857

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Ranger Construction Industries, Inc.**

**C Leadbetter**

Name (Please Type or Print)

Title

**Electronically Signed**

**03/25/2011**

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**03/25/2011**

Signature

Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

**Company Name:** Ranger Construction Industries, Inc.

**Company Facility Address:** 101 Sansburys Way

**West Palm Beach, FL 33411**

**Company Alternate  
Address:**

**County or Parish:** PALM BEACH

**Employer Identification  
Number:** 592098662



Company ID Number: 403857

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	5
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
♦ FLORIDA 5 site(s)	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	Ann Popoff	Fax Number:	(561) 792 - 1408
Telephone Number:	(561) 784 - 3519		
E-mail Address:	apopoff@rangerconstruction.com		
Name:	C R Leadbetter	Fax Number:	(561) 784 - 3465
Telephone Number:	(561) 784 - 3535		
E-mail Address:	rleadbetter@vecelligroup.com		
Name:	Monique Gors	Fax Number:	(561) 792 - 1408
Telephone Number:	(561) 784 - 3548		
E-mail Address:	monique.gors@vecelligroup.com		

## SECTION II

**ORIGINAL**

**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: Middlesex Paving, LLC.

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 ±6,445 feet of a four-lane section and ±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

One Million Six Hundred Forty-One Thousand Four  
Hundred Thirty-Two Dollars and Seventy-Five Cents  
(In Words)

\$ 1,641,432.75  
(In Figures)

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

**BID FORM (11/2/23)**  
**BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**  
**CHELONIA PARKWAY RESURFACING**  
**Orange County, Florida**  
**Bids Due: November 10, 2023 at 2:00 p.m.**

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	TOTAL COST
<b>PHASE 1 - 4 LANE SECTION</b>					
<b>100</b>	<b>GENERAL</b>				
101	Payment and Performance Bond (115%)	1	LS	\$10,000.00	\$10,000.00
102	Warranty Bond (10%)	1	LS	\$5,000.00	\$5,000.00
103	Mobilization	1	LS	\$41,000.00	\$41,000.00
104	Maintenance of Traffic	1	LS	\$60,000.00	\$60,000.00
105	Geotechnical Testing (Orange County Standards)	1	LS	\$2,500.00	\$2,500.00
106	Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
	<b>Subtotal</b>				\$120,000.00
<b>PAVEMENT</b>					
<b>200</b>	<b>PAVING - 4 LANE SECTION</b>				
201	2" FDOT Asphalt Type SP 12.5 In place, Compacted	36,900	SY	22.50	\$830,250.00
202	Milling Existing Pavement Between 1" - 2"	36,900	SY	5.00	\$184,500.00
203	Base Repair (4" SP 12.5) (10% Allowance)	3,690	SY	45.00	\$166,050.00
204	Pavement Marking (6" Paint; Yellow/White)	40,148	LF	1.00	\$40,148.00
205	Pavement Marking (Paint Arrows and Messages (white)	44	EA	100.00	\$4,400.00
	<b>Subtotal</b>				\$1,225,348.00
<b>PHASE 2 - 2 LANE SECTION</b>					
<b>300</b>	<b>GENERAL</b>				
301	Payment and Performance Bond (115%)	1	LS	\$2,500.00	\$2,500.00
302	Warranty Bond (10%)	1	LS	\$1,500.00	\$1,500.00
303	Mobilization	1	LS	\$41,000.00	\$41,000.00
304	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
305	Geotechnical Testing (Orange County Standards)	1	LS	\$750.00	\$750.00
306	Erosion and Sediment Control	1	LS	\$500.00	\$500.00
	<b>Subtotal</b>				\$56,250.00
<b>PAVEMENT</b>					
<b>400</b>	<b>PAVING - 2 LANE SECTION</b>				
401	2" FDOT Asphalt Type SP 12.5 In place, Compacted	6,420	SY	24.00	\$154,080.00
402	Milling Existing Pavement Between 1" - 2"	6,420	SY	5.00	\$32,100.00
403	Base Repair (4" SP 12.5) ( 10% Allowance)	650	SY	58.00	\$37,700.00
404	Pavement Marking (6" Paint; Yellow/White)	7,091	LF	2.25	\$15,954.75
	<b>Subtotal</b>				\$239,834.75
	<b>TOTAL</b>				<b>\$1,641,432.75</b>
<b>1000</b>	<b>BID ALTERNATE #1 (Phases 1 and 2 Combined)</b>				
1001	Deduct	1	LS	(\$31,000.00)	(\$31,000.00)
	<b>BID ALTERNATE #2 (Phase 1 - 4 Lane Section)</b>				
1002	Thermoplastic Striping in Lieu of Paint	1	LS	\$45,000.00	\$45,000.00
	<b>BID ALTERNATE #3 (Phase 2 - 2 Lane Section)</b>				
1003	Thermoplastic Striping in Lieu of Paint	1	LS	\$5,000.00	\$5,000.00



# **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. 1

Date 11/2/2023

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.

<u>Mill-It Corporation</u> (Name of Subcontractor)	<u>Asphalt Milling</u> (Type of Construction)	<u>3.5%</u> (% of Work)
<u>Tru-Mark, Inc.</u> (Name of Subcontractor)	<u>Pavement Markings</u> (Type of Construction)	<u>1.5%</u> (% 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: Middlesex Paving, LLC.

Date: November 10, 2023

Address: 10801 Cosmonaut Blvd.

By: [Signature]

Orlando, FL 32824

Date: November 10, 2023

Michael Iapaluccio, Vice President, Paving  
Type Name and Title

Florida Construction Industry Board License No.: CGC1525524



Attested By: [Signature]

David Socci, Assistant Secretary



At a meeting of the Board of Directors of MIDDLESEX PAVING, LLC held on May 8, 2023, at which all the Directors were present or waived notice, it was VOTED, that Robert W. Pereira, Chief Executive Officer & Managing Member; Robert W. Pereira II, President and Chief Operating Officer & Managing Member; David P. Socci, Senior Vice President, Assistant Secretary & Manager; Peter J. Martinkus, Senior Vice President Finance, CFO, Secretary & Manager and Michael J. Iapaluccio, Vice President Paving; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST:

  
Peter J. Martinkus  
Secretary



Place of Business: 10801 Cosmonaut Blvd  
Orlando, Florida 32824

Date:

11/10/2023

I hereby certify that I am the Secretary of MIDDLESEX PAVING, LLC, that Robert W. Pereira is the duly elected Chief Executive Officer & Managing Member, Robert W. Pereira II is the duly elected President, Chief Operating Officer & Managing Member, and David P. Socci is the duly elected Senior Vice President & Assistant Secretary & Manager, Peter J. Martinkus & Michael J. Iapaluccio, Vice President Paving is the duly elected Senior Vice President Finance, CFO, Secretary & Manager of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

  
Peter J. Martinkus  
Secretary





**Officers and Board Members of  
Middlesex Paving, LLC.  
Principal Office:  
10801 Cosmonaut Blvd  
Orlando, FL 32824**

<b>Name</b>	<b>Title</b>	<b>Office</b>
Robert W. Pereira	Chief Executive Officer & Managing Member	10801 Cosmonaut Boulevard, Orlando, FL 32824
Robert W. Pereira II	President & Chief Operating Officer & Managing Member	One Spectacle Pond Road, Littleton, MA 01460
David Socci	Senior Vice President & Assistant Secretary & Manager	One Spectacle Pond Road, Littleton, MA 01460
Peter J. Martinkus	Senior Vice President Finance, CFO & Secretary & Manager	One Spectacle Pond Road, Littleton, MA 01460
Michael J. Iapaluccio	Vice President Paving	10801 Cosmonaut Boulevard, Orlando, FL 32824



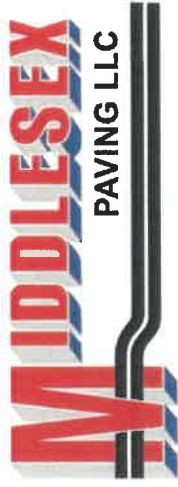
## REFERENCES / EXPERIENCE

Project Name	Project Description	Completed Contract Amount	Owner	Contract	
				Date	Completion Date
23-03, Asphalt Resurfacing of Various City Streets, 2021-2022 Oviedo, FL	Asphalt Milling and Resurfacing incl. Maintenance of Traffic and Striping	Original \$963,719.00	City of Oviedo 400 Alexandria Blvd. Oviedo, FL 32765 Contact.: Alexis Stewart, P.E. City Engineer Ph: (407) 971-5651 Fax:(407) 971-5808 Email: astewart@cityofoviedo.net	5/15/2023	Active
21-02, Asphalt Resurfacing of Various City Streets, 2020-2021 Oviedo, FL		\$2,069,957.56		1/4/2021	July 2021
PW2022-021 Eastmonte Park Paving and other City Streets Altamonte Springs., FL	Asphalt Milling and Resurfacing incl. Maintenance of Traffic and Striping	\$341,076.11	City of Altamonte Springs 950 Calabria Drive Altamonte Springs, FL 32714 Contact.: Lone "Trey" Sisk Construction Project Manager Ph: (407) 571-8572 Fax:(407) 571-8350 Email: Tsisk@altamonte.org	7/15/2022	August 2022
2023 Resurfacing Varoius Streets PO. 2023-000000837	Asphalt Milling and Paving, incl Maintenance of Traffic	\$1,684,492.75	City of Winter Springs 1126 E. SR434 Winter Springs, FL 32708 Contact.:Phillip Hursh Ph: (407) 327-5989 Fax:(407) 327-47535 Email: phursh@wintersprings.org	3/13/2023	July 2023
Asphalt Milling and Paving 2022, PO. 2022-000000001 Winter Springs, FL		\$855,143.82		10/6/2021	October 2021



## REFERENCES / EXPERIENCE

Completed Contract			Project Description		Project Name	Owner	Contract Date	Completion Date
	City of Winter Garden 2023 Street Resurfacing	Asphalt Milling and Resurfacing incl. Maintenance of Traffic and Striping	\$1,703,528.75	City of Winter Garden 300 W. Plant Street Winter Garden, FL 34787 Contact.: Jon Williams Ph: (407) 656-4111 ext. 2267 Email: Jwilliams@cwgdn.com	2/9/2023	June 2023		
	City of Winter Garden 2022 Street Resurfacing Winter Garden, FL		\$1,924,141.40					
	City of Belle Isle 2021-2022 Belle Isle, FL	Asphalt Milling and Resurfacing incl. Maintenance of Traffic	\$378,848.15	City of Belle Isle 1600 Nela Ave Belle Isle, FL32809 Contact.: Bob Francis, ICMA-CM City Manager Ph: (407) 851-7730 Fax:(407) 450-6272 Email: bfrancis@belleislefl.gov	3/2/2022	October 2022		
	City of Longwood Paving Seminole County Pavement Management Piggy-Back Agreement IFB-603616-19/BJC Longwood, FL	Asphalt Milling and Resurfacing incl. Maintenance of Traffic and Striping	\$551,869.40	City of Longwood 907 East S.R. 434 Longwood, FL 32750 Contact.: Shad M. Smith Public Works Director/City Engineer Ph: (407) 260-3447 Fax:(407) 263-2382 Email: Ssmith@longwoodfl.org	8/5/2022	September 2022		



## REFERENCES / EXPERIENCE

Project Name	Project Description	Completed Contract Amount	Owner	Contract Date	Completion Date
Y20-1031, 3-year Term Contract for Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms	Asphalt Milling and Resurfacing incl. Maintenance of Traffic, Manhole/Valve Adjustments, and Striping	\$7,363,013.35	Orange County Public Works Roads and Drainage Division 4200 South John Young Parkway Contact.: Gildo Pegado Contract Administrator Ph: (407) 836-7817 Email: Hermenegildo.PegadoCustodioRodri@ocfl.net	7/19/2020	June 2023
Y19-1128, 3-year Term Contract for Asphalt Milling and Resurfacing with Friction Course and Asphalt Berms	Asphalt Milling and Resurfacing incl. Maintenance of Traffic, Manhole/Valve Adjustments, and Striping	\$8,470,501.49	Orange County Public Works Roads and Drainage Division 4200 South John Young Parkway Contact.: Fernando Valadares Gudino Assistant Project Manager Ph: (407) 836-7960 Email: Fernando.ValadaresGudino@ocfl.net	12/13/2019	December 2022





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PEREIRA, ROBERT WILLIAM II**

MIDDLESEX PAVING, LLC  
10801 COSMONAUT BLVD  
ORLANDO FL 32824

**LICENSE NUMBER: CGC1525524**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# *State of Florida*

## *Department of State*

I certify from the records of this office that THE MIDDLESEX CORPORATION is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on February 12, 1991.


The document number of this corporation is P32795.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on June 6, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of August,  
2023*



  
*Secretary of State*

Tracking Number: 7063765415CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Alliant Insurance Services, Inc.  
121 Oliver Street, 4th Floor  
Boston MA 02110

CONTACT NAME: Heather Roe

PHONE (A/C, No, Ext): 561-214-6368

FAX (A/C, No):

E-MAIL ADDRESS: TMCCErts@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Executive Risk Indemnity Inc

35181

INSURER B : Federal Insurance Company

20281

INSURER C : Chubb National Insurance Compa

10052

INSURER D : Zurich American Insurance Comp

16535

INSURER E : National Fire &amp; Marine Ins. Co.

20079

INSURER F : Lexington Insurance Company

19437

**INSURED**  
Middlesex Paving LLC  
10801 Cosmonaut Boulevard  
Orlando, FL 32824

MIDSEXC-01

**COVERAGES**

CERTIFICATE NUMBER: 235141117

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	54309974 (AOS) 54309975 (CT)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54309973	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	9365-2728	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0381368-08	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	\$5Mx\$5M Excess Liability \$15Mx\$10M Excess Liability			42-XSF-308038-05 23627748	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Each Occ/Aggregate \$5,000,000 Each Occ/Aggregate \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance Purposes Only

**CERTIFICATE HOLDER****CANCELLATION**

Middlesex Paving, LLC  
10801 Cosmonaut Blvd.  
Orlando FL 32824

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

June 07, 2023

MIDDLESEX PAVING, LLC  
10801 COSMONAUT BOULEVARD  
ORLANDO, FLORIDA 32824

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, Driveways, Milling.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

*Improve Safety, Enhance Mobility, Inspire Innovation*

[www.fdot.gov](http://www.fdot.gov)

## SECTION B

**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. Notwithstanding the foregoing, a Notice to Proceed will be issued based on an agreed upon start of the Contract Time, as hereinafter defined.

2.2. Contractor shall diligently prosecute the Work and achieve Substantial Completion (as defined in Paragraph 14.2) within 45 days of the Effective Date of this Contract, and Final Completion (as defined in Paragraph 5.1) within 75 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 (30<sup>th</sup>) day of the month in which such Application for Payment and Certificate for Payment is received. An Application for Payment received after the tenth (10<sup>th</sup>) 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, as identified by the District Engineer or the District's authorized representative in their sole and absolute discretion, 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. Intentionally Omitted.

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 Indemnatee shall not be affected by any breach by Contractor or any other Indemnatee 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 warranty 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 in the form of AIA warranty bond or other industry standard 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:**

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Name]

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

License No. \_\_\_\_\_



# SECTION C



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

November 14, 2023

*Via e-mail gflint@gmscfl.com*

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

Re: Bonnet Creek Resort Community Development District  
Chelonia Parkway Resurfacing Project  
DWMA Job No. 23628 (001-004)

Dear Mr. Greene:

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Letter Agreement to provide construction phase services to Bonnet Creek Resort Community Development District ("CLIENT") for the Chelonia Parkway ("Project"). The scope of this proposal includes Services related to CLIENT's Chelonia Parkway resurfacing project. DWMA agrees to provide the following Basic Services for the itemized fees and expenses set forth below, subject to this Letter Agreement and its Attachments, which are incorporated herein by reference. DWMA will provide these services pursuant to our original contract with the Bonnet Creek Resort Community Development District dated September 25, 2000 ("Contract") as follows:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

#### **BASIC SERVICES & ITEMIZED FEES**

The nature, scope and schedule (if any) of Basic Services to be performed by DWMA under this Agreement, are set forth below.

CLIENT may, from time to time, request DWMA to perform services in connection with the Project which are outside the scope of the services listed herein. Should DWMA agree to perform such services (hereinafter referred to as "Additional Services"), they shall be subject to and governed by the provisions of this Agreement. Additional Services and Basic Services to be provided under this Agreement shall hereinafter be referred to collectively as "Services."

#### **CONSTRUCTION PHASE SERVICES**

The following scope of Construction Phase Services includes primarily those services necessary for final project certification(s). Services beyond those listed may be provided as Additional Services under a separate Agreement. The scope of construction phase services listed below assumes a construction schedule of two (2) months. Should the construction schedule exceed the assumed duration or should the construction project or required certifications be phased, Additional Services may be required for certain items within the scope of services. This scope specifically excludes as-built surveys of constructed improvements (e.g., roads, utilities, stormwater facilities, grading, etc.).

- A. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents prepared by DWMA). Detailed geometric review along

F:\Contract\Proposals\cp15023.doc

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068



Mr. Randall Greene, Chairman  
**Bonnet Creek Resort Community Development District**  
Chelonia Parkway Resurfacing Project  
DWMA Job No. 23628 (001-004)  
November 14, 2023  
Page 2 of 5

with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility.

- B. **CONTRACTOR PAYMENT REQUESTS** - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation with one visit per month for the assumed Project duration (2 field verifications of pay requests).
- C. **SITE VISITS** - Make site visits for periodic observation of construction during milling and resurfacing. Visits are to be at the sole discretion of DWMA based on contractor's submitted construction schedule for various elements. Schedule to be required and kept current by contractor. Visits exceeding ten (10) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization.
- D. **CONTRACTOR ASSISTANCE** – Review and assistance with Contractor Requests for Change Order (RCO) and/or Requests for Information (RFI) related to DWMA designs. RCOs and/or RFIs related to the designs of other consultants shall be routed by DWMA to the appropriate consultant for review and response.

#### **FEE SCHEDULE**

<b>Contract Item</b>	<b>Billing Item</b>	<b>Description</b>	<b>Fee</b>
		<b>Construction Phase Services</b>	
A.	001	Shop Drawing Review	\$450.00
B.	002	Contractor Payment Requests	1,040.00
C.	003	Site Visits	13,310.00
D.	004	Contractor Assistance	1,040.00
		<b>TOTAL</b>	<b>\$15,840.00</b>

#### **PAYMENT OF FEES & REIMBURSABLE EXPENSES**

CLIENT shall pay DWMA for Services such fixed fees as are indicated above next to each specific item of Basic Services and as may be charged from time to time in connection with Additional Services plus all Reimbursable Expenses. Reimbursable Expenses shall include all identifiable out-of-pocket expenses billed at a multiplier of 1.0.

Progress payments shall be made based upon billings every four weeks, which shall be based upon the percentage of completion in each progress billing for lump sums or fixed fees plus Reimbursable Expenses.

We value our relationship with the Bonnet Creek Resort Community Development District and thank you for your continued confidence in Donald W. McIntosh Associates, Inc. We

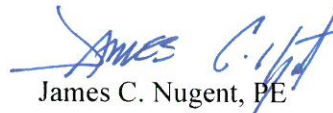


*Mr. Randall Greene, Chairman*  
**Bonnet Creek Resort Community Development District**  
*Chelonia Parkway Resurfacing Project*  
*DWMA Job No. 23628 (001-004)*  
*November 14, 2023*  
*Page 3 of 5*

look forward to working with you on this project and many others throughout the coming year.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.

  
James C. Nugent, PE  
Vice President

Attachment: Overall Plan

JCN/ls

ACCEPTANCE OF CONTRACT BY:

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Company]

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W. MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.





Mr. Randall Greene, Chairman  
**Bonnet Creek Resort Community Development District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
DWMA Job No. 23628 (001-004)  
November 14, 2023  
Page 4 of 5

## **BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**

Our Agreement is also based on the following conditions and limitations:

### **BASIS OF PROPOSAL**

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

The CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. DWMA presumes the CLIENT is aware of the issues and resultant impacts described. DWMA disclaims responsibility for delays that may be encountered due to failure on the part of the CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. DWMA is **not** responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

DWMA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting) and any other professional or consultant services required by CLIENT and not undertaken by DWMA, shall be retained separately by the CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject

to damage by other activities during or after infrastructure construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design. Certain elements designed by others may be shown in DWMA construction plans for context only.

DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

If locating underground utilities is expressly included in the Services, DWMA will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. DWMA shall not be liable for showing any utility lines not marked by the locating company. DWMA cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the CLIENT only since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by DWMA will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to DWMA's engineering Services. DWMA's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors or others, regarding means, methods, techniques, sequences and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately

F:\Contract\Proposals\cp15023.doc





*Mr. Randall Greene, Chairman*  
**Bonnet Creek Resort Community Development District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
*DWMA Job No. 23628 (001-004)*  
*November 14, 2023*  
*Page 5 of 5*

on an hourly basis for back-charge to the contractor by CLIENT.

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor is not included. DWMA work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

**CLIENT RESPONSIBILITIES**

The CLIENT, or his representative, shall be available to meet with DWMA and provide decisions in a timely manner throughout the course of the Project.

The CLIENT will provide DWMA with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to DWMA by CLIENT, which will be complete with final geometry, and will be relied upon by DWMA.

The CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. DWMA has the CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

The CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

The CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

The CLIENT will engage a professional architect to perform all architectural services including, without

limitation, incorporation of the work product of DWMA, and compliance with local, state or federal laws, regulations, codes and Americans with Disabilities Act ("ADA") requirements.

The CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping and signage design.

The CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

The CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify the CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. The CLIENT also agrees to require all other consultants engaged by the CLIENT to coordinate their design or construction documents or reports with the work product of DWMA, to promptly report any conflicts or inconsistencies to DWMA and to cooperate fully in the resolution of those conflicts or inconsistencies. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DWMA from any claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by the CLIENT.

The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

The CLIENT will provide DWMA with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.



# SECTION 5

## SECTION B

# SECTION I

# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 4 PAGES

TO OWNER: PROJECT: 10 Distribution to:

c/o Governmental Management Services-Central Florida LLC BONNET CREEK RESORT COMMUNITY

219 E Livingston Street, Orlando, FL 32801

Attn: George Flint, District Manager

FROM CONTRACTOR:

Don Bell Signs, LLC

365 Oak Place

Port Orange, FL 32127

CONTRACT FOR: Signage

APPLICATION #: 10

PERIOD TO: 10/25/23

PROJECT NOS:

CONTRACT DATE: 06/24/20

Owner	
Const. Mgr	
Architect	
Contractor	x

VIA ARCHITECT:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 721,840.00
2. Net change by Change Orders	\$ 238,785.03
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 960,625.03
4. TOTAL COMPLETED & STORED TO DATE	\$ 960,625.03
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. 10.0% of Completed Work	\$ 96,062.50
(Columns D+E on Continuation Sheet)	
b. 10.0% of Stored Material	
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of Continuation Sheet	\$ 96,062.50
6. TOTAL EARNED LESS RETAINAGE	\$ 864,562.53
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$ 771,727.53
8. CURRENT PAYMENT DUE	\$ 92,835.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 96,062.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$147,540.03	
Total approved this Month	\$91,245.00	
TOTALS	\$238,785.03	
NET CHANGES by Change Order	\$238,785.03	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

State of:

County of:

Subscribed and sworn to before

me this

1st

day of

November, 2023

Notary Public:

My Commission expires

1-4-2026

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

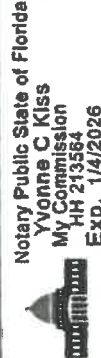
ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Date: 11/23



See next page

## Bonnet Creek Resort CDD Entry Signs

We hereby verify that the quantities and/or dollar amounts presented for payment appear to be correct to the best of our knowledge, information, or belief. This verification is based upon review of the dollar amounts shown in comparison with our understanding of the owner's contract and/or limited onsite observations. We do not guarantee or certify the technical accuracy of the amounts shown or the quality of the work completed. It is the sole responsibility of the contractor to guarantee all work completion, quality and/or accuracy.



Signature

James C. Nugent, PE

Name

11/02/2023

Date

DONALD W. MCINTOSH ASSOCIATES, INC.

2200 Park Avenue North, Winter Park, Florida 32789

\$ 92,835.00



# CONTINUATION SHEET

Page 2 of 4 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER:

10/25/23

PROJECT:

BONNET CREEK RESORT COMMUNITY

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
101	Mobilization	\$5,030.00	\$5,030.00				5,030.00	100%		503.00
102	Performance and Payment Bond	\$10,410.00	\$10,410.00				10,410.00	100%		1,041.00
103	Construction Stakeout	\$1,200.00	\$1,200.00				1,200.00	100%		120.00
104	Geotechnical Testing	\$1,350.00	\$1,350.00				1,350.00	100%		135.00
105	Orange County Permit Fees	\$1,800.00	\$1,800.00				1,800.00	100%		180.00
106	Erosion/Sedimentation Control Plan	\$3,900.00	\$3,900.00				3,900.00	100%		390.00
107	Maintenance of Traffic Plan	\$24,700.00	\$24,700.00				24,700.00	100%		2,470.00
	<b>DEMOLITION</b>									
201	Coordinate with Utility Providers for Shutoff	\$200.00	\$200.00				200.00	100%		20.00
202	Improvements	\$30,460.00	\$30,460.00				30,460.00	100%		3,046.00
203	Backfill and Compact Existing Low Areas	\$21,540.00	\$21,540.00				21,540.00	100%		2,154.00
	<b>SIGNAGE PLAN</b>									
301	Foundations, Complete	\$25,440.00	\$25,440.00				25,440.00	100%		2,544.00
302	Structures, Complete	\$52,740.00	\$52,740.00				52,740.00	100%		5,274.00
303	Masonry Stone Veneer, Caps, Walls and	\$140,060.00	\$140,060.00				140,060.00	100%		14,006.00
	Finishes, Complete	\$97,810.00	\$97,810.00				97,810.00	100%		9,781.00
304	Signage Lettering and Logos	\$3,900.00	\$3,900.00				3,900.00	100%		390.00
305	Irrigation Rough-In for Low Planters	\$13,000.00	\$13,000.00				13,000.00	100%		1,300.00
306	Electrical Rough-In									
	<b>LANDSCAPE, IRRIGATION, LIGHTING</b>									
401	Soil Preparation	\$2,000.00	2,000.00				2,000.00	100%		200.00
402	Construct Landscape Plan, Complete	\$176,100.00	176,100.00				176,100.00	100%		17,610.00
403	Construct Irrigation Plan, Complete	\$57,200.00	54,350.00		2,850.00		57,200.00	100%		5,720.00
404	Construct Lighting Plan, Complete	\$53,000.00	47,500.00		5,500.00		53,000.00	100%		5,300.00
	<b>SUBTOTALS PAGE 2</b>	721,840.00	713,490.00		8,350.00		721,840.00	100%		72,184.00

# CONTINUATION SHEET

Page 3 of 4 Pages

APPLICATION NUMBER: 10

APPLICATION DATE: 10/25/23

PERIOD TO: 25-Oct-23

ARCHITECT'S PROJECT NO:

ATTACHMENT TO PAY APPLICATION

PROJECT:

BONNET CREEK RESORT COMMUNITY

A	B	C	D	E	F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period				
Change Order #1								
102	P&P Bond Increase	\$268.00	\$268.00			268.00		26.80
201	Utility Shut Off Increase	\$3,300.00	\$3,300.00			3,300.00		330.00
202	Improvements	\$7,040.00	\$7,040.00			7,040.00		704.00
203	Back Fill Low Areas Decrease	(\$1,540.00)	(\$1,540.00)			(1,540.00)		(154.00)
402	Construct Landscape Plan, Increase	\$2,950.00	\$2,950.00			2,950.00		295.00
403	Landscaper Increase	\$2,200.00	\$2,200.00			2,200.00		220.00
404	Lighting Pricing Increase	\$12,842.00	\$12,842.00			12,842.00		1,284.20
Change Order #2								
107	Maintenance of Traffic Plan Increase	\$3,500.00	\$3,325.00	175.00		3,500.00		350.00
202	Remove and Dispose of Existing Imp	\$43,606.00	\$43,606.00			43,606.00		4,360.60
402	Construct Landscape Plan, Increase	\$22,446.00	\$19,946.00	2,500.00		22,446.00		2,244.60
402	Construct Landscape Plan, Increase	\$4,500.00	\$3,750.00	750.00		4,500.00		450.00
53								
54								
55								
56								
SUBTOTALS PAGE 3		822,952.00	811,177.00	11,775.00		822,952.00		82,295.20

# CONTINUATION SHEET

Page 4 of 4 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 10

APPLICATION DATE: 10/25/23

PROJECT: BONNET CREEK RESORT COMMUNITY

PERIOD TO: 25-Oct-23

ARCHITECT'S PROJECT NO:

A	B	C	D		E		F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	% (G/C)	Total Completed And Stored To Date (D + E + F)	Balance To Finish (C - G)	Retainage		
			From Previous Application (D + E)	This Period							
	Change Order #3										
101	Remobilization	1,350.00	1,350.00			100%	1,350.00		135.00		
107	Additional MOT	2,800.00	2,670.00		130.00	100%	2,800.00		280.00		
202	Equipment Rental	2,650.00	2,650.00			100%	2,650.00		265.00		
402	Net Change to Landscape	900.00	900.00			100%	900.00		90.00		
403	Net Change to irrigation	1,275.00	1,275.00			100%	1,275.00		127.50		
	Change Order #4										
304	Change green tint tenant panels to clear	4,586.00	4,586.00			100%	4,586.00		458.60		
	Change Order #5										
106	Erosion Control March	9,060.00	9,060.00			100%	9,060.00		906.00		
106	Erosion Control April	10,329.00	10,329.00			100%	10,329.00		1,032.90		
106	Erosion Control May	5,334.00	5,334.00			100%	5,334.00		533.40		
106	Erosion Control June	7,041.00	7,041.00			100%	7,041.00		704.10		
106	Erosion Control July	5,458.00	5,458.00			100%	5,458.00		545.80		
106	11.7% Deduct for Wetland Issues	(\$4,354.97)	(\$4,354.97)				(4,354.97)		(435.50)		
	Change Order #6										
101	Re-Mobilization	2,818.00			2,818.00	100%	2,818.00		281.80		
102	Revised Perf. And Payment Bond	3,396.00			3,396.00	100%	3,396.00		339.60		
106	Erosion/Sedimentation/Const. Fence	3,119.00			3,119.00	100%	3,119.00		311.90		
107	MOT	12,625.00			12,625.00	100%	12,625.00		1,262.50		
202	Removal and Cap Irrigation	7,212.50			7,212.50	100%	7,212.50		721.25		
202	Removal of Non-Conforming Landscape	15,918.00			15,918.00	100%	15,918.00		1,591.80		
402	Landscape Alterations Per Approved Plans	41,519.50			41,519.50	100%	41,519.50		4,151.95		
403	Irrigation Alterations Per Approved Plans	8,748.00			8,748.00	100%	8,748.00		874.80		
202	Remove Irrigation Boxes on WDI Property	(\$4,111.00)			(\$4,111.00)		(4,111.00)		(411.10)		
82											
83											
84											
	SUBTOTALS PAGE 4	960,625.03	857,475.03		103,150.00		960,625.03	100%	96,062.50		



365 Oak Place  
Fort Orange, FL 32127  
386-786-8084  
www.DonBellSigns.com

## WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

(Subcontractor / Supplier)

The undersigned lienor, in consideration of the final payment in the amount of \$ 84,275,

hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to

Don Bell Signs (customer) on the job of

Bennett Creek Resort (owner), to the following described project:

(Description of project)

Irrigation & Landscape Installation

DATED ON October 24, 2023

Witnesses:

Emerald

Signature

Emerald Martz

Print Name

Kathy Rios

Signature

Kathy Rios

Print Name

Lienor:

Signature

Terry Hancock

Print Name

Address:

502 N Central Ave.

Avon Park, FL 33825

STATE OF FLORIDA, COUNTY OF Highlands

Sworn to and subscribed before me this 24 day of October, 2023, by

Terry Hancock who is personally known to be the person described in or ☐ has produced a Florida driver's license or ☐ as identification.

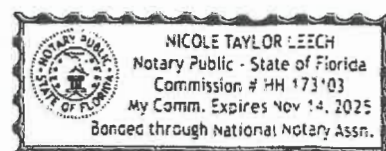
Nicole Aguer

Notary Public, State of Florida

Type or Print Name: Nicole Aguer

My Commission Expires: Nov 14, 2025

Commission Number: HH173103





Don Bell Signs, LLC  
365 Oak Place  
Port Orange FL 32127  
800 824-0080

License: Florida ES#0000146

## Contract Invoice

Invoice#: 1800151-10

Date: 10/25/2023

**Billed To:** BONNET CREEK RESORT COMM DEV DISTRICT  
219 E. LIVINGSTON ST  
ORLANDO FL 32801

**Project:** BONNET CREEK RESORT  
CHELONIA PARKWAY &  
BUENA VISTA DRIVE  
LAKE BUENA VISTA FL 32830

ATTN: GREG WITHERSPOON

---

**Due Date:** 10/25/2023

**P.O. Number:**

**Order#** 936 Wetherell, James N

---

Description	Amount
PROGRESS BILLING #10	103,150.00

**Notes:**

PROGRESS BILLING #10

BONNET CREEK RESORT PROJECT

403 AND 404 LANDSCAPING  
107 AND 402 CHANGE ORDER #2  
107 CHANGE ORDER #3  
CHANGE ORDER #6 ALL

*A service charge of 1.5 % per month will be charged on all amounts  
overdue on regular statement dates.*

*Thank you for your prompt payment!*

Non-Taxable Amount:	103,150.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>92,835.00</b>

# SECTION C

# SECTION I



***Bonnet Creek Resort***  
***Community Development District***

---

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

**Operation and Maintenance Expenditures**  
**For Board Approval**  
**October 31, 2023**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **79,368.13**

Approval of Expenditures:

---

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

# Bonnet Creek Resort Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
EGIS INSURANCE ADVISORS, LLC	4106	19990	FY2024 ANNUAL INSURANCE	\$ 27,065.00
FREDERICK W. SAWYERS	4107	FS092920	BOS MEETING 9/29/23	\$ 200.00
HERBERT VON KLUGE	4108	HK092920	BOS MEETING 9/29/23	\$ 200.00
REBECCA R FRASIER	4109	BF092920	BOS MEETING 9/29/23	\$ 200.00
RANDALL GREENE	4110	RG092920	BOS MEETING 9/29/23	\$ 200.00
SOLITUDE LAKE MANAGEMENT LLC	4111	PSI016723	IRRIGATION POND TREATMENT OCTOBER 2023	\$ 234.00
AQUATIC WEED CONTROL, INC.	4112	88105	WETLAND MAINTENANCE SEPTEMBER 2023	\$ 1,694.00
BREEDLOVE DENNIS & ASSOCIATES	4113	53874	NUISANCE/EXOTIC SPECIES - BCR	\$ 582.90
BREEDLOVE DENNIS & ASSOCIATES	4113	53874	NUISANCE/EXOTIC SPECIES - CIM	\$ 978.48
DONALD W. MCINTOSH ASSOCIATES, INC	4114	44656	GENERAL CONSULTING SEPTEMBER 2023	\$ 1,307.82
GOVERNMENTAL MANAGEMENT SERVICES	4115	310	PATCHY ROAD HOLE/PRESSURE WASH	\$ 835.00
YELLOWSTONE LANDSCAPE	4116	ON 604486	LANDSCAPE MAINTENANCE OCTOBER 2023	\$ 16,500.00
YELLOWSTONE LANDSCAPE	4116	ON 602859	REMOVE/REPLACE JUNIPER	\$ 4,027.14
YELLOWSTONE LANDSCAPE	4116	ON 602860	REPAIR SEPTEMBER INSPECTIONS	\$ 1,010.58
DEPARTMENT OF ECONOMIC OPPORTUNITY	4117	87743	SPECIAL DISTRICT FEE FY2024	\$ 175.00
GOVERNMENTAL MANAGEMENT SERVICES	4118	313	ASSESSMENT ROLL CERTIFIED FY2024	\$ 3,180.00
GOVERNMENTAL MANAGEMENT SERVICES	4118	311	MANAGEMENT FEES OCTOBER 2023	\$ 3,403.48
GOVERNMENTAL MANAGEMENT SERVICES	4118	312	FIELD MANAGEMENT OCTOBER 2023	\$ 4,748.00
ORLANDO SENTINEL	4119	080134507000	NOTICE BUDGET CDD MEETING 9/8/23	\$ 1,390.00
ORLANDO SENTINEL	4119	080134507000	NOTICE FY24 MEETING DATES 9/25/23	\$ 339.43
CURRENT DEMANDS ELECTRICAL & SECURITY	4120	105404	INSTALL LOCK/KNOB CYLINDER	\$ 667.80
RCM UTILITIES, LLC	4121	9238	QUARTERLY MAINTENANCE INSPECTION	\$ 315.00
DONALD W. MCINTOSH ASSOCIATES, INC.	206	44656	INTERSECTION IMPROVEMENTS	\$ 305.00
Subtotal Check Register				\$ 69,558.63
<b>Automatic Drafts</b>		<b>Account Numbers</b>		
ORANGE COUNTY UTILITIES	Auto-Pay	855665881	UTILITIES	\$ 4,164.90
DUKE ENERGY	Auto-Pay	9100 8897 0713	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8897 0797	UTILITIES	\$ 30.80
DUKE ENERGY	Auto-Pay	9100 8897 0888	UTILITIES	\$ 4,350.66
DUKE ENERGY	Auto-Pay	9100 8897 0987	UTILITIES	\$ 84.45
DUKE ENERGY	Auto-Pay	9100 8901 1074	UTILITIES	\$ 150.95
DUKE ENERGY	Auto-Pay	9100 8901 1587	UTILITIES	\$ 22.74
DUKE ENERGY	Auto-Pay	9100 8901 1660	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8901 1751	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8901 1850	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9101 3139 5246	UTILITIES	\$ 881.84
Subtotal Automatic Drafts				\$ 9,809.50
<b>Report Total</b>				<b>\$ 79,368.13</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/05/23	00065	9/21/23 19990	202310 310-51300-45000		*	27,065.00	
		FY24 ANNUAL INSURANCE		EGIS INSURANCE ADVISORS, LLC			27,065.00 004106
10/05/23	00098	9/29/23 FS092920	202309 310-51300-11000		*	200.00	
		BOS MEETING 9/29/23		FREDERICK W. SAWYERS			200.00 004107
10/05/23	00093	9/29/23 HK092920	202309 310-51300-11000		*	200.00	
		BOS MEETING 9/29/23		HERBERT VON KLUGE			200.00 004108
10/05/23	00110	9/29/23 BF092920	202309 310-51300-11000		*	200.00	
		BOS MEETING 9/29/23		REBECCA R FRASIER			200.00 004109
10/05/23	00077	9/29/23 RG092920	202309 310-51300-11000		*	200.00	
		BOS MEETING 9/29/23		RANDALL GREENE			200.00 004110
10/05/23	00086	10/01/23 PS101672	202310 320-53800-44150		*	234.00	
		IRR POND TREATMENT OCT 23		SOLITUDE LAKE MANAGEMENT LLC			234.00 004111
10/12/23	00052	9/22/23 88105	202309 320-53800-44100		*	1,694.00	
		WETLAND MAINT SEPT 23		AQUATIC WEED CONTROL, INC.			1,694.00 004112
10/12/23	00010	9/21/23 53874	202308 320-53800-44120		*	582.90	
		NUIS/EXOTIC SPEC-BCR					
		9/21/23 53874	202308 320-53800-44140		*	978.48	
		NUIS/EXOTIC SPEC-CIM		BREEDLOVE DENNIS & ASSOCIATES			1,561.38 004113
10/12/23	00016	9/22/23 44656	202309 310-51300-31100		*	1,307.82	
		GENERAL CONSULTING SEPT23		DONALD W. MCINTOSH ASSOCIATES, INC			1,307.82 004114
10/12/23	00001	8/31/23 310	202308 320-53800-48000		*	835.00	
		PATCHY RD HOLE/PRESS WASH		GOVERNMENTAL MANAGEMENT SERVICES-			835.00 004115
10/12/23	00050	10/01/23 ON 60448	202310 320-53800-47300		*	16,500.00	
		LANDSCAPE MAINT OCT 23					
		10/03/23 ON 60285	202310 320-53800-60000		*	4,027.14	
		REMOVE/REPLACE JUNIPER					

BONC BONNET CREEK MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		10/03/23	ON 60286 202309 320-53800-47400		*	1,010.58	
			REPAIR SEPT INSPECTIONS				
				YELLOWSTONE LANDSCAPE			21,537.72 004116
10/20/23	00062	10/02/23	87743 202310 310-51300-51100		*	175.00	
			SPECIAL DISTRICT FEE FY24				
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 004117
10/20/23	00001	9/30/23	313 202310 310-51300-31700		*	3,180.00	
			ASSESSMENT ROLL CERT FY24				
		10/01/23	311 202310 310-51300-34000		*	3,144.33	
			MANAGEMENT FEES OCT 23				
		10/01/23	311 202310 310-51300-35200		*	75.00	
			WEBSITE ADMIN OCT 23				
		10/01/23	311 202310 310-51300-35100		*	112.50	
			INFORMATION TECH OCT 23				
		10/01/23	311 202310 310-51300-51000		*	.42	
			OFFICE SUPPLIES OCT 23				
		10/01/23	311 202310 310-51300-42000		*	31.03	
			POSTAGE OCT 23				
		10/01/23	311 202310 310-51300-42500		*	40.20	
			COPIES OCT 23				
		10/01/23	312 202310 320-53800-34000		*	4,748.00	
			FIELD MANAGEMENT OCT 23				
				GOVERNMENTAL MANAGEMENT SERVICES-			11,331.48 004118
10/20/23	00032	9/30/23	08013450 202309 310-51300-48000		*	1,390.00	
			NOT CDD MEETING 9/8/23				
		9/30/23	08013450 202309 310-51300-48000		*	339.43	
			NOT FY24 MTG DATE 9/25/23				
				ORLANDO SENTINEL			1,729.43 004119
10/30/23	00113	6/02/23	105404 202306 320-53800-46000		*	667.80	
			INSTALL LOCK/KNOBCYLINDER				
				CURRENT DEMANDS ELECTRICAL &			667.80 004120
10/30/23	00102	10/12/23	9238 202310 320-53800-46600		*	315.00	
			QRTLY MAINT INSPECTION				
				RCM UTILITIES, LLC			315.00 004121
				TOTAL FOR BANK A		69,253.63	
				TOTAL FOR REGISTER		69,253.63	

BONC BONNET CREEK MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/12/23	00051	9/22/23 44656	202309 600-53800-60700	INTERSECTION IMPROVEMENTS	*	305.00	
DONALD W. MCINTOSH ASSOCIATES, INC.							305.00 000206
-----							
TOTAL FOR BANK B						305.00	
TOTAL FOR REGISTER						305.00	



1-65  
310 513 45

# INVOICE

<b>Customer</b>	Bonnet Creek Resort Community Development District
<b>Acct #</b>	254
<b>Date</b>	09/21/2023
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

**Bonnet Creek Resort Community Development District**  
**c/o Governmental Management Services**  
**219 E Livingston St**  
**Orlando, FL 32801**

Payment Information	
<b>Invoice Summary</b>	\$ 27,065.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#19990
100123527	

**Thank You**

Please detach and return with payment



Customer: Bonnet Creek Resort Community Development District

Invoice	Effective	Transaction	Description	Amount
19990	10/01/2023	Renew policy	Policy #100123527 10/01/2023-10/01/2024 Florida Insurance Alliance  Package - Renew policy Due Date: 9/21/2023	27,065.00

**RECEIVED**

**SEP 22 2023**

				<b>Total</b>
				\$ 27,065.00

**Thank You**

**FOR PAYMENTS SENT OVERNIGHT:**  
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

<b>Remit Payment To: Egis Insurance Advisors</b>	(321)233-9939	<b>Date</b>
P.O. Box 748555		09/21/2023
Atlanta, GA 30374-8555	sclimer@egisadvisors.com	

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** September 29, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Richard Scinta	.	Yes (\$200)
3	Becky Frasier	✓	Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

**RECEIVED**  
98 OCT 3 2023

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
**District Manager Signature**

9/29/23  
**Date**

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***



**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** September 29, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Richard Scinta	.	Yes (\$200)
3	Becky Frasier	✓	Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

93  
**RECEIVED**

**OCT 3 2023**

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
**District Manager Signature**

9/29/23  
**Date**

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** September 29, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Richard Scinta	.	Yes (\$200)
3	Becky Frasier	✓	Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

RECEIVED

OCT 3 2023

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
**District Manager Signature**

9/29/23  
**Date**

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

---

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** September 29, 2023

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Fred Sawyers	✓	Yes (\$200)
2	Richard Scinta	.	Yes (\$200)
3	Becky Frasier	✓	Yes (\$200)
4	Herb Von Kluge	✓	Yes (\$200)
5	Randall Greene	✓	Yes (\$200)

RECEIVED

OCT 3 2023

77

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

9/29/23  
Date

**\*\*RETURN SIGNED DOCUMENT TO District Accountant\*\***



1-86  
320 538 4450

**Please Remit Payment to:**

Solitude Lake Management, LLC  
1320 Brookwood Drive  
Suite H  
Little Rock, AR 72202  
Phone #: (888) 480-5253  
Fax #: (888) 358-0088

**INVOICE**

Page: 1

Invoice Number: PSI016723  
Invoice Date: 10/1/2023

Bill  
To: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822

Ship  
To: Bonnett Creek CDD  
Governmental Management Services  
6200 Lee Vista Blvd Suite 300  
Orlando, FL 32822  
United States

Ship Via  
Ship Date 10/1/2023  
Due Date 10/31/2023  
Terms Net 30

Customer ID 5006  
P.O. Number  
P.O. Date 10/1/2023  
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	234.00	234.00
October Billing					
10/1/2023 - 10/31/2023					
Bonnett Creek Irrigation Lake					
Bonnett Creek Irrigation Lake					

**RECEIVED**

OCT 5 2023

Amount Subject to Sales Tax 0.00  
Amount Exempt from Sales Tax 234.00

**Subtotal:** 234.00  
Invoice Discount: 0.00  
Total Sales Tax: 0.00  
Payment Amount: 0.00  
**Total:** 234.00

1-52



## Aquatic Weed Control, Inc.

P.O. Box 593258  
Orlando, FL 32859

Phone: 407-859-2020  
Fax: 407-859-3275

## Invoice

Date	Invoice #
9/22/2023	88105

### Bill To

Bonnet Creek Resort CDD  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, FL 32801

Customer P.O. No.	Payment Terms	Due Date
	Net 30	10/22/2023

Description	Amount
Monthly wetland maintenance for the month this invoice is dated - Wetlands, fenceline & 1 golf course pond @ Bonnet Creek Resort. Completed 09/21/23.	1,694.00

RECEIVED

SEP 25 2023

Thank you for your business.

Total	\$1,694.00
Payments/Credits	\$0.00
Balance Due	\$1,694.00

1-10  
320 538 44120

**BDA**  
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort CDD  
Governmental Management Services - Central Florida  
C/O George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Invoice number 53874  
Date 09/21/2023  
Project 1995-180 BONNETT CREEK DRI

For Services Through August 25, 2023  
Please include invoice number on remittance

**LABOR**

	Hours	Rate	Billed Amount
Environmental Specialist IV	11.30	53.00	598.90
GIS Analyst III	4.07	84.00	341.88
Scientist II	5.50	74.00	407.00
Senior Scientist	2.40	89.00	213.60
Labor subtotal	23.27		1,561.38

Invoice total **1,561.38**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
53405	05/24/2023	732.85					732.85
53754	08/21/2023	1,021.81		1,021.81			
53874	09/21/2023	1,561.38	1,561.38				
Total		3,316.04	1,561.38	1,021.81	0.00	0.00	732.85

Remit To:  
BDA, Inc.  
330 West Canton Avenue  
Winter Park, Florida 32789

FEIN: 59-1694414

**RECEIVED**

SEP 25 2023

BREEDLOVE, DENNIS & ASSOCIATES, INC.

☒ 330 W. Canton Ave. ~ Winter Park, FL 32789-3195

Phone: 407-677-1882 ~ Fax: 407-657-7008

Bonnet Creek Resort CDD

☐ 30 East Liberty St. ~ Brooksville, FL 34601-2910

Phone: 352-799-9488 ~ Fax: 352-799-9588

Invoice date 09/21/2023

Invoice number 53874

**BDA**  
ENVIRONMENTAL CONSULTANTS

File: 95180  
Period: Through August 25, 2023

***SENT VIA ELECTRONIC MAIL***

Bonnet Creek Resort Community Development District  
c/o GMS/George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, Florida 32822  
Phone: 407-841-5524  
Email: invoices@gmscfl.com

**Project Name: Bonnet Creek Resort Development of Regional Impact**

**PROGRESS REPORT**

The following services were provided during the billing period:

**Administrative:**

1. The services included in this invoice are being performed pursuant to the authorization received from the Bonnet Creek Resort Community Development District pursuant to the following contracts: 2022-2023 Bonnet Creek Resort Project Site Contract Extension for Wetland & Upland Monitoring Services pursuant to an extension authorization dated February 22, 2023; and 2022-2023 Crosby Island Marsh Mitigation Site Contract Extension for Nuisance/Exotic Species Maintenance pursuant to an extension authorization dated February 22, 2023.
2. Assisted with review of the Bonnet Creek Resort sign location as requested.

**Technical:**

***Maintenance Review Services Contract for the Bonnet Creek Resort Project Site (Year 2022-2023)***

**Task – Maintenance Review Services**

1. Ms. Penny E. Cople (Senior Scientist) forwarded the final maintenance memorandum for the conservation easement areas to Mr. Herb Von Kluge on July 31, 2023 (with a copy to Mr. Jim Nugent); coordinated with scientific staff to prepare for the site review to assess nuisance/exotic

P:\ADMIN\PROJECTS\95180\PRGS\2023\082523.DOC

BREEDLOVE, DENNIS & ASSOCIATES, INC.

☒ 330 W. Canton Ave. ~ Winter Park, FL 32789-3195  
Phone: 407-677-1882 ~ Fax: 407-657-7008

☐ 30 East Liberty St. ~ Brooksville, FL 34601-2910  
Phone: 352-799-9488 ~ Fax: 352-799-9588

**BDA**  
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort Community Development District

Period: Through August 25, 2023

Page 2

plant species maintenance needs; corresponded with Mr. Clayton Smith on August 2, 2023, regarding site access for the maintenance review; and provided an update on the nuisance/exotic plant species maintenance needs to Mr. Von Kluge and Mr. Smith on August 8, 2023.

2. Mr. Jake M. Lyons (Scientist II) conducted a site review on August 7, 2023, to document nuisance/exotic plant species maintenance needs.
3. Administrative Staff (Environmental Specialist IV) formatted and finalized the maintenance memorandum.

Task Fee (Year 2022-2023):	\$2,500.00
Amount Previously Billed:	\$1,682.91
<b>Amount Due This Invoice:</b>	<b>\$582.90</b>
Budget Remaining:	\$234.19

**Task – Project Team Meetings and Additional Requested Services**

1. No activity this billing period.

Task Fee (Year 2021-2022):	T&M
Amount Previously Billed:	\$2,265.22
<b>Amount Due This Invoice:</b>	<b>\$0.00</b>

---

***Management and Maintenance Review Services Contract for the Crosby Island Marsh Mitigation Site  
(Year 2022-2023)***

---

**Task – Reviews of Nuisance/Exotic Species Maintenance**

1. Ms. Cople (Senior Scientist) corresponded with Aquatic Weed Control, Inc. on August 8, 2023, to provide an update on the status of the maintenance review.
2. Mr. James M. Weber (Environmental Specialist IV) conducted site reviews on August 1 and 7, 2023, to review the status of maintenance of nuisance/exotic plant species.
3. Mr. C. William Taylor (GIS Analyst III) processed Geographic Information System data relative to nuisance/exotic plant species maintenance efforts.



**BDA**  
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort Community Development District  
Period: Through August 25, 2023  
Page 3

4. Administrative Staff (Environmental Specialist IV) assisted Mr. Weber with preparation for the site review; and maintained administrative records throughout the billing period.

Task Fee (Year 2022-2023):	\$4,500.00
Amount Previously Billed:	\$911.15
<b>Amount Due This Invoice:</b>	<b>\$978.48</b>
Budget Balance:	\$2,610.37

**Task – Project Team Meetings and Additional Requested Services**

1. No activity this billing period.

Task Fee (Year 2022-2023):	T&M
Amount Previously Billed:	\$108.50
<b>Amount Due This Invoice:</b>	<b>\$0.00</b>

<b>Total Amount Due This Invoice: \$1,561.38</b>
--

PEC/vcl

Donald W McIntosh Associates Inc.  
2200 Park Avenue North  
Winter Park, FL 32789-2355  
(407) 644-4068

1-16  
310 513 311

Bonnet Creek Resort CDD  
George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Invoice number 44656  
Date 09/22/2023

Project **22234 Bonnet Creek Resort CDD**  
**General Consulting**

For Period Through September 08, 2023

**Invoice Summary**

Description	Current Billed
CDD general consulting	420.00
CDD inspections	0.00
CDD miscellaneous meetings	840.00
CDD intersection improvements	305.00
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	47.82
Total	1,612.82

**Professional Fee Detail**

	Hours	Rate	Billed Amount
Associate	7.25	210.00	1,522.50
Project Manager Assistant	0.50	85.00	42.50
Professional Fee Detail subtotal	7.75		1,565.00

**Reimbursable Expenses**

	Units	Rate	Billed Amount
Mileage	73.00	0.655	47.82

Invoice total **1,612.82**

RECEIVED

SEP 26 2023

1307.82

## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting

#### 000 CDD general consulting

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

#### Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 08/17/2023 0.50 210.00 105.00

*Chelonina Pkway repaving cost estimate, entry sign completion cost summary*

Time Per Contract 08/24/2023 1.00 210.00 210.00

*Review bridge inspection report from FDOT*

Time Per Contract 09/07/2023 0.50 210.00 105.00

*Call and email with Midelsex on Chelonina repaving project schedule*

Subtotal 2.00 420.00

Labor total 2.00 420.00

### 001 CDD inspections

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal 0.00

total 0.00

### 002 CDD miscellaneous meetings

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

#### Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 09/07/2023 4.00 210.00 840.00

*Prep for and attend CDD board meeting*

Subtotal 4.00 840.00

Labor total 4.00 840.00

### 005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

#### Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 08/14/2023 0.25 210.00 52.50

*Calls/email to Don Bell signs and AOR on back up for CO #6*

Time Per Contract 08/16/2023 0.25 210.00 52.50

*Confernece call with district manager and counsel on entry sign CO # 6 and impact cost allocations*

Time Per Contract 08/28/2023 0.25 210.00 52.50

*Call with Don Bell Signs on CO #6 and impact cost allocation*

## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting 005 CDD intersection improvements

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

#### Labor

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 09/07/2023 0.50 210.00 105.00

Process CO #6, call with contractor on same and schedule for restarting work.

Subtotal 1.25 262.50

Project Manager Assistant

Michelle I. Boswell

Time Per Contract 09/08/2023 0.50 85.00 42.50

Process executed Change Order No. 6 for Entry Signs

Subtotal 0.50 42.50

Labor total 1.75 305.00

### 007 CDD irrigation pump upgrade

Phase Status: Closed

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal 0.00

total 0.00

### 999 Reimbursable Expenses

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

#### Expense

WIP Status: Billable

James C. Nugent

Expense Report

Mileage 09/07/2023 73.00 0.66 47.82

Subtotal 73.00 47.82

Expense total 73.00 47.82

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

1-1  
320 538 48

**Invoice #:** 310  
**Invoice Date:** 8/31/23  
**Due Date:** 8/31/23  
**Case:**  
**P.O. Number:** WA 1177

**Bill To:**  
Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
-General Maintenance August 2023 Bonnet Creek CDD - General Maintenance August 2023 - Patching road holes, pressure wash curbs.			
Labor	12	47.50	570.00
Mobilization	1	65.00	65.00
Equipment		200.00	200.00

RECEIVED

OCT 10 2023

**Total** \$835.00

**Payments/Credits** \$0.00

**Balance Due** \$835.00

WA#:#1177



Governmental  
Management Services

Maintenance Services

Bill To/District: Bonnet Creek CDD Proposal (Y/N) # if Applicable: N	Billing Date (Month/Year project completed):  August 2023
Job name and Description	
<p>- General Maintenance August 2023 Bonnet Creek CDD - General Maintenance August 2023 - Patching road holes, pressure wash curbs.</p> <p><i>Backup</i></p>	

Qty	Description	Unit Price	Line Total
12	Labor	\$47.50	\$570.00
1	Mobilization	\$65.00	\$65.00
	Equipment		\$200.00
	Materials		
Total Due:			\$835.00

1-50 320 538 473



## INVOICE

INVOICE #	INVOICE DATE
ON 604486	10/1/2023
TERMS	PO NUMBER
Net 30	

**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** October 31, 2023

**Invoice Amount:** \$16,500.00

Description	Current Amount
Monthly Maintenance October 2023	\$16,500.00

**Invoice Total** **\$16,500.00**

*Excellence*

IN COMMERCIAL LANDSCAPING

**RECEIVED**

OCT 5 2023

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Property Name:** Bonnet Creek Resort CDD

**INVOICE**

INVOICE #	INVOICE DATE
ON 602859	10/3/2023
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** November 2, 2023

**Invoice Amount:** \$4,027.14

Description	Current Amount
Juniper Removal and Replacement	
Landscape Enhancement	\$4,027.14

**RECEIVED**

OCT 3 2023

**Invoice Total** \$4,027.14

IN COMMERCIAL LANDSCAPING

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**Property Name:** Bonnet Creek Resort CDD

**INVOICE**

INVOICE #	INVOICE DATE
ON 602860	10/3/2023
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** November 2, 2023

**Invoice Amount:** \$1,010.58

Description	Current Amount
Repairs per September Inspection	
Irrigation Repairs	\$1,010.58

RECEIVED

OCT 3 2023

**Invoice Total** \$1,010.58

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Date Invoiced: 10/02/2023				Invoice No: 87743
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/01/2023: \$175.00

**STEP 1:** Review the following profile and make any needed changes.

**1. Special District's Name, Registered Agent's Name and Registered Office Address:**

000143

**Bonnet Creek Resort Community Development District**

Mr. George S. Flint, Esq.

Governmental Management Services - Central Florida, LLC

219 East Livingston Street

Orlando, Florida 32801



**2. Telephone:** 407-841-5524 Ext:  
**3. Fax:** 407-839-1526  
**4. Email:** gflint@gmscfl.com  
**5. Status:** Independent  
**6. Governing Body:** Elected  
**7. Website Address:** www.bonnetcreekresortcdd.com  
**8. County(ies):** Orange  
**9. Special Purpose(s):** Community Development  
**10. Boundary Map on File:** 12/01/2000  
**11. Creation Document on File:** 10/16/2000  
**12. Date Established:** 07/27/2000  
**13. Creation Method:** Local Ordinance  
**14. Local Governing Authority:** Orange County  
**15. Creation Document(s):** County Ordinance 2000-16  
**16. Statutory Authority:** Chapter 190, Florida Statutes  
**17. Authority to Issue Bonds:** Yes  
**18. Revenue Source(s):** Assessments

RECEIVED

OCT 13 2023

**STEP 2:** Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: [Signature] Date 10/6/23

**STEP 3:** Pay the annual state fee or certify eligibility for zero annual fee.

**a. Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Florida Department of Economic Opportunity.

**b. Or, Certify Eligibility for the Zero Fee:** By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1.        This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2.        This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved:        Denied:        Reason:       

**STEP 4:** Make a copy of this document for your records.

**STEP 5:** Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.



**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 311**Invoice Date:** 10/1/23**Due Date:** 10/1/23**Case:****P.O. Number:****Bill To:**

Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - October 2023 310 T13 34		3,144.33	3,144.33
Website Administration - October 2023 352		75.00	75.00
Information Technology - October 2023 351		112.50	112.50
Office Supplies 51		0.42	0.42
Postage 42		31.03	31.03
Copies 425		40.20	40.20

RECEIVED

OCT 16 2023

**Total** \$3,403.48**Payments/Credits** \$0.00**Balance Due** \$3,403.48

RECEIVED OCT 11 2023

**GMS-Central Florida, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 312**Invoice Date:** 10/1/23**Due Date:** 10/1/23**Case:****P.O. Number:****Bill To:**

Bonnet Creek Resort CDD  
219 E. Livingston St.  
Orlando, FL 32801

1-1

Description	Hours/Qty	Rate	Amount
Field Management - October 2023 320 538 34		4,748.00	4,748.00

RECEIVED

OCT 16 2023

**Total** \$4,748.00**Payments/Credits** \$0.00**Balance Due** \$4,748.00

RECEIVED OCT 11 2023

**Invoice & Summary**

Billed Account Name: Bonnet Creek  
Billed Account Number: CU00150778  
Invoice Number: 080134507000  
Amount: \$2,278.79  
Billing Period: 09/01/23 - 09/30/23  
Due Date: 10/30/23



**INVOICE/SUMMARY**

Page 1 of 2

**Invoice & Summary Details**

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				549.36
		<i>Current Activity</i>				
09/08/23	OSC80134507	Classified Listings, Display, Online Advertising 7492465				1,390.00
09/25/23	OSC80134507	Classified Listings, Online Public Hearing/Bid/Misc_Legal 7504011				339.43
		<b>Total Current Advertising</b>				1,729.43

pd 9/28/23  
# 416

**Total:** \$2,278.79

**Account Summary**

Current	1-30	31-60	61-90	91+	Unapplied Amount
2,278.79	0.00	0.00	0.00	0.00	0.00

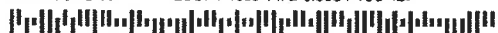
Please detach and return this portion with your payment.

**Remittance Section**

Billed Period: 09/01/23 - 09/30/23  
Billed Account Name: Bonnet Creek  
Billed Account Number: CU00150778  
Invoice Number: 080134507000

Return Service Requested

8424001095 PRESORT 1095 1 MB 0.558 P1C6 <B>



BONNET CREEK  
STACIE VANDERBILT  
ATTN: STACIE VANDERBILT  
219 E. LIVINGSTON STREET  
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification,  
please contact Customer Care:

Orlando Sentinel  
PO Box 8023  
Willoughby, OH 44096



**Current Demands Electrical &  
Security Services, Inc.**

2315 Commerce Point Drive, Suite 100

Lakeland, FL 33801

+1 8635834443

service@currentdemands.com

320-1-113  
538 46



**CURRENT  
DEMANDS**

**INVOICE**

BILL TO  
GOVERNMENTAL MANAGEMENT  
SERVICES  
6200 LEE VISTA BLVD, SUITE 300  
ORLANDO, FL 32822

SHIP TO  
BONNET CREEK CDD  
GOVERNMENTAL MANGEMENT  
SERVICES  
CHELONIA PKWY  
BAY LAKE, FL 32822

SHIP DATE 05/22/2023

INVOICE 105404  
DATE 06/02/2023  
TERMS Net 30  
DUE DATE 07/02/2023

TECHNICIAN  
ES

JOB #  
15117

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
SERVICE CALL STANDARD	SERVICE CALL STANDARD	1	85.00	85.00
6621LJWO	MASTER LOCK PROSERIES ALL WEATHER PADLOCK, 2-1/2" SHACKLE	10	31.79	317.90T
15395SC ILCO KIK SC	ILCO KEY IN KNOB CYLINDER, SCHLAGE	10	11.49	114.90T
REKEY STANDARD	REKEY STANDARD LOCK CYLINDER	10	15.00	150.00T

Contact Current Demands Electrical & Security Services, Inc. to pay.  
We appreciate your business!

SUBTOTAL	667.80
TAX	0.00
TOTAL	667.80
BALANCE DUE	<b>\$667.80</b>

**RECEIVED**

OCT 13 2023

RCM UTILITIES, LLC  
1451 Pine Grove Rd  
Eustis, FL 32726  
billing@rcmutilities.com

1-102  
320 538 466



## INVOICE

### BILL TO

Bonnet Creek Resort CDD  
219 E. Livingston St  
Orlando, FL 32801

INVOICE # 9238

DATE 10/12/2023

DUE DATE 11/11/2023

TERMS Net 30

### JOB NAME

Bonnet Creek Resort Inspection

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/26/2023	Service Work	Lift Station Preventative Maintenance Inspection - Quarterly - see attached report. Estimate for Elapsed Time Meter replacement to follow.	1	315.00	315.00

---

SUBTOTAL	315.00
TAX	0.00
TOTAL	315.00
BALANCE DUE	<b>\$315.00</b>

RECEIVED

OCT 13 2023

352-561-2990 OFFICE 352-292-0139 FAX





100 W. Mills Ave  
Eustis, FL 32726  
352-561-2990 ext 2

CODE 3241

### Lift Station Inspection Report

Date: 9/26/23  
(quarterly)

Customer: Bonnet Creek  
14901 Chelonia Parkway Orlando, FL 32819

Lift Station: \_\_\_\_\_

Pump # 1  
Elapsed Time Meter Reading:  
Present: 2067.2  
Previous: 1789.3 Date: 6/22/23  
Total Run: 277.9

Pump # 2  
Elapsed Time Meter Reading:  
Present: 3054.5  
Previous: \_\_\_\_\_ Date: 6/22/23  
Total Run: \_\_\_\_\_

Pump Amps #1  
1 16.80 2 16.07 3 16.85

Pump Amps # 2  
1 18.74 2 22.08 3 22.80

Wet Well Condition: Clean

#### Float Conditions:

Off Float ☒ ok \_\_\_\_\_ n/r  
Lag Float ☒ ok \_\_\_\_\_ n/r

Lead float ☒ ok \_\_\_\_\_ n/r  
Alarm float ☒ ok \_\_\_\_\_ n/r

Cleaned all floats: ☒ yes ☐ no

Float operation and panel sequence ☒ ok \_\_\_\_\_ n/r

Alarm light and horn ☒ ok \_\_\_\_\_ n/r

#### Generator:

Elapsed time meter run

Present \_\_\_\_\_  
Previous \_\_\_\_\_ Date: \_\_\_\_\_

Total Run: \_\_\_\_\_

Simulate power failure with generator \_\_\_\_\_ ok \_\_\_\_\_ n/r

Fuel Status generator \_\_\_\_\_, needs \_\_\_\_\_ gallon of fuel

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service Tech: James C

Signed: JC

Abbreviations: n/r -- needs replacing/repair

Donald W McIntosh Associates Inc.  
2200 Park Avenue North  
Winter Park, FL 32789-2355  
(407) 644-4068

31-51  
600-538-607

Bonnet Creek Resort CDD  
George Flint  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Invoice number 44656  
Date 09/22/2023  
Project 22234 Bonnet Creek Resort CDD  
General Consulting

For Period Through September 08, 2023

Invoice Summary

Description	Current Billed
CDD general consulting	420.00
CDD inspections	0.00
CDD miscellaneous meetings	840.00
CDD intersection improvements	305.00
CDD irrigation pump upgrade	0.00
Reimbursable Expenses	47.82
Total	1,612.82

Professional Fee Detail

	Hours	Rate	Billed Amount
Associate	7.25	210.00	1,522.50
Project Manager Assistant	0.50	85.00	42.50
Professional Fee Detail subtotal	7.75		1,565.00

Reimbursable Expenses

	Units	Rate	Billed Amount
Mileage	73.00	0.655	47.82

Invoice total 1,612.82

RECEIVED

SEP 26 2023

**Invoice Supporting Detail**

**22234 Bonnet Creek Resort CDD General Consulting**  
**000 CDD general consulting**

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 08/17/2023 0.50 210.00 105.00

*Chelonina Pkway repaving cost estimate, entry sign completion cost summary*

Time Per Contract 08/24/2023 1.00 210.00 210.00

*Review bridge inspection report from FDOT*

Time Per Contract 09/07/2023 0.50 210.00 105.00

*Call and email with Midelsex on Chelonina repaving project schedule*

Subtotal 2.00 420.00

Labor total 2.00 420.00

**001 CDD inspections**

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal 0.00

total 0.00

**002 CDD miscellaneous meetings**

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 09/07/2023 4.00 210.00 840.00

*Prep for and attend CDD board meeting*

Subtotal 4.00 840.00

Labor total 4.00 840.00

**005 CDD intersection improvements**

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 08/14/2023 0.25 210.00 52.50

*Calls/email to Don Bell signs and AOR on back up for CO #6*

Time Per Contract 08/16/2023 0.25 210.00 52.50

*Confernece call with district manager and counsel on entry sign CO # 6 and impact cost allocations*

Time Per Contract 08/28/2023 0.25 210.00 52.50

*Call with Don Bell Signs on CO #6 and impact cost allocation*

### Invoice Supporting Detail

**22234 Bonnet Creek Resort CDD General Consulting**  
**005 CDD intersection improvements**

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

**Labor**

WIP Status: Billable

Associate

James C. Nugent

Time Per Contract 09/07/2023 0.50 210.00 105.00

Process CO #6, call with contractor on same and schedule for restarting work.

Subtotal 1.25 262.50

Project Manager Assistant

Michelle I. Boswell

Time Per Contract 09/08/2023 0.50 85.00 42.50

Process executed Change Order No. 6 for Entry Signs

Subtotal 0.50 42.50

Labor total 1.75 305.00

**007 CDD Irrigation pump upgrade**

Phase Status: Closed

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

WIP Status:

Subtotal 0.00

total 0.00

**999 Reimbursable Expenses**

Phase Status: Active

Billing Cutoff: 09/08/2023

Date	Units	Rate	Amount
------	-------	------	--------

**Expense**

WIP Status: Billable

James C. Nugent

Expense Report

Mileage 09/07/2023 73.00 0.66 47.82

Subtotal 73.00 47.82

Expense total 73.00 47.82

## SECTION II

***Bonnet Creek Resort***  
***Community Development District***

***Unaudited Financial Reporting***  
***October 31, 2023***



# Table of Contents

<b>1</b>	<b>Balance Sheet</b>
<b>2-3</b>	<b>General Fund</b>
<b>4</b>	<b>Debt Service Fund</b>
<b>5</b>	<b>Capital Projects Fund</b>
<b>6-7</b>	<b>Month to Month</b>
<b>8</b>	<b>Long-Term Debt</b>
<b>9</b>	<b>Assessment Receipt Schedule</b>

**Bonnet Creek Resort**  
**Community Development District**  
**Combined Balance Sheet**  
**October 31, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Operating - Wells Fargo	\$ 257,214	\$ -	\$ -	\$ 257,214
Operating - Truist	\$ 47,727	\$ -	\$ -	\$ 47,727
Operating - Capital Projects	\$ -	\$ -	\$ 183,952	\$ 183,952
Investment - SBA Fund	\$ 19,401	\$ -	\$ -	\$ 19,401
Investment - SBA Fund Reserve	\$ -	\$ -	\$ 815,530	\$ 815,530
<i>Series 2016</i>				
Revenue Fund	\$ -	\$ 479,405	\$ -	\$ 479,405
Reserve Fund	\$ -	\$ 1,038,531	\$ -	\$ 1,038,531
Prepayment Fund	\$ -	\$ 190	\$ -	\$ 190
Accounts Receivable	\$ 6,703	\$ -	\$ -	\$ 6,703
<b>Total Assets</b>	<b>\$ 331,045</b>	<b>\$ 1,518,126</b>	<b>\$ 999,481</b>	<b>\$ 2,848,653</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 16,550	\$ -	\$ 94,901	\$ 111,451
Retainage Payable	\$ -	\$ -	\$ 80,975	\$ 80,975
<b>Total Liabilities</b>	<b>\$ 16,550</b>	<b>\$ -</b>	<b>\$ 175,876</b>	<b>\$ 192,427</b>
<b>Fund Balances:</b>				
Restricted for:				
Debt Service - Series 2016	\$ -	\$ 1,518,126	\$ -	\$ 1,518,126
Assigned for:				
Capital Projects	\$ -	\$ -	\$ 823,605	\$ 823,605
Unassigned	\$ 314,494	\$ -	\$ -	\$ 314,494
<b>Total Fund Balances</b>	<b>\$ 314,494</b>	<b>\$ 1,518,126</b>	<b>\$ 823,605</b>	<b>\$ 2,656,226</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 331,045</b>	<b>\$ 1,518,126</b>	<b>\$ 999,481</b>	<b>\$ 2,848,653</b>



# Bonnet Creek Resort

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b><u>Revenues</u></b>				
Maintenance Assessments - Off Roll	\$ 1,551,000	\$ 230,184	\$ 230,184	\$ -
Interest Income	\$ 1,000	\$ 83	\$ 92	\$ 9
Reuse Water Fees - Wyndham	\$ 13,000	\$ 1,083	\$ 1,566	\$ 482
Reuse Water Fees - Golf Course	\$ 27,000	\$ 2,250	\$ 2,419	\$ 169
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 5,000	\$ 417	\$ 394	\$ (23)
Reuse Water Fees - Marriott	\$ 4,500	\$ 375	\$ 245	\$ (130)
<b>Total Revenues</b>	<b>\$ 1,601,500</b>	<b>\$ 234,392</b>	<b>\$ 234,900</b>	<b>\$ 507</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 8,000	\$ -	\$ -	\$ -
Engineering Fees	\$ 20,000	\$ 1,667	\$ 8,770	\$ (7,104)
Trustee Fees	\$ 6,000	\$ -	\$ -	\$ -
Legal Services	\$ 20,000	\$ 1,667	\$ 607	\$ 1,060
Assessment Roll Services	\$ 3,180	\$ 3,180	\$ 3,180	\$ -
Auditing Services	\$ 3,225	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ 450	\$ -	\$ -	\$ -
District Management Fees	\$ 37,732	\$ 3,144	\$ 3,144	\$ 0
Information Technology	\$ 1,350	\$ 113	\$ 113	\$ -
Website Maintenance	\$ 900	\$ 75	\$ 75	\$ -
Insurance - Professional Liability	\$ 8,562	\$ 8,562	\$ 7,938	\$ 624
Telephone	\$ 100	\$ 8	\$ -	\$ 8
Legal Advertising	\$ 2,100	\$ 175	\$ 351	\$ (176)
Postage	\$ 1,900	\$ 158	\$ 31	\$ 127
Printing & Binding	\$ 1,200	\$ 100	\$ 40	\$ 60
Office Supplies	\$ 300	\$ 25	\$ 0	\$ 25
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Contingency	\$ 2,000	\$ 167	\$ 38	\$ 129
<b>Total General &amp; Administrative:</b>	<b>\$ 117,174</b>	<b>\$ 19,216</b>	<b>\$ 24,462</b>	<b>\$ (5,247)</b>

**Bonnet Creek Resort**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b><u>Operation and Maintenance</u></b>				
Field Management	\$ 56,976	\$ 4,748	\$ 4,748	\$ -
<b>Utility Services</b>				
Utility Services	\$ 14,000	\$ 1,167	\$ 1,294	\$ (127)
Street Lights - Usage	\$ 5,400	\$ 450	\$ 423	\$ 27
Street Lights - Lease & Maintenance Agreement	\$ 55,000	\$ 4,583	\$ 3,928	\$ 655
Water Service - Reuse Water	\$ 43,000	\$ 3,583	\$ 4,165	\$ (582)
SFWM Water Use Compliance Report	\$ 2,500	\$ -	\$ -	\$ -
<b>Stormwater Control - Bonnet Creek Resort</b>				
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ -	\$ -	\$ -
Wetland & Upland Monitoring Services - (Bda)	\$ 5,000	\$ 417	\$ -	\$ 417
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,858	\$ 1,321	\$ 1,694	\$ (373)
Irrigation Pond Treatment - Solitude	\$ 2,892	\$ 241	\$ 234	\$ 7
Nuisance/Exotic Species Maintenance - (Awc)	\$ 5,500	\$ 458	\$ -	\$ 458
<b>Stormwater Control - Crosby Island Marsh</b>				
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,725	\$ 644	\$ -	\$ 644
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 375	\$ -	\$ 375
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ -	\$ -	\$ -
<b>Other Physical Environment</b>				
Property Insurance	\$ 19,902	\$ 19,902	\$ 19,127	\$ 775
Entry, Fence, Walls & Gates Maintenance	\$ 10,000	\$ 833	\$ -	\$ 833
Pump Station Maintenance	\$ 4,000	\$ 333	\$ -	\$ 333
Pump Station Repairs	\$ 5,000	\$ 417	\$ -	\$ 417
Landscape & Irrigation Maintenance	\$ 207,900	\$ 17,325	\$ 16,500	\$ 825
Irrigation Repairs	\$ 3,500	\$ 292	\$ -	\$ 292
Landscape Replacement	\$ 15,000	\$ 1,250	\$ 4,027	\$ (2,777)
Lift Station Maintenance	\$ 5,000	\$ 417	\$ 790	\$ (373)
<b>Road &amp; Street Facilities</b>				
Roadway Repair & Maintenance	\$ 7,500	\$ 625	\$ -	\$ 625
Highway Directional Signage - (R&M)	\$ 2,500	\$ 208	\$ -	\$ 208
Roadway Directory Signage - (R&M)	\$ 2,500	\$ 208	\$ -	\$ 208
Sidewalk/Curb Cleaning	\$ 6,000	\$ 500	\$ -	\$ 500
Contingency	\$ 16,000	\$ 1,333	\$ -	\$ 1,333
<b>Total Operation and Maintenance</b>	<b>\$ 530,653</b>	<b>\$ 61,631</b>	<b>\$ 56,930</b>	<b>\$ 4,702</b>
<b>Total Expenditures</b>	<b>\$ 647,827</b>	<b>\$ 80,847</b>	<b>\$ 81,392</b>	<b>\$ (545)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 953,672</b>		<b>\$ 153,508</b>	
<b><u>Other Financing Uses</u></b>				
Transfer Out - Capital Projects	\$ 953,672	\$ -	\$ -	\$ -
<b>Total Other Financing Uses</b>	<b>\$ 953,672</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 153,508</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 160,987</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 314,494</b>	

**Bonnet Creek Resort**  
**Community Development District**  
**Debt Service Fund - Series 2016**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b><u>Revenues</u></b>				
Assessments - Direct Billed	\$ 2,110,462	\$ 410,237	\$ 410,237	\$ -
Interest Income	\$ -	\$ -	\$ 4,611	\$ 4,611
<b>Total Revenues</b>	<b>\$ 2,110,462</b>	<b>\$ 410,237</b>	<b>\$ 414,848</b>	<b>\$ 4,611</b>
<b><u>Expenditures:</u></b>				
Interest - 11/1	\$ 405,225	\$ -	\$ -	\$ -
Principal - 5/1	\$ 1,295,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 405,225	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 2,105,450</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 5,012</b>		<b>\$ 414,848</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 61,468</b>		<b>\$ 1,103,279</b>	
<b>Fund Balance - Ending</b>	<b>\$ 66,479</b>		<b>\$ 1,518,126</b>	

**Bonnet Creek Resort**  
**Community Development District**  
**Capital Projects Fund**

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending October 31, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 10/31/23	Thru 10/31/23	Variance
<b><u>Revenues</u></b>				
Interest Income	\$ 50	\$ 4	\$ 3,865	\$ 3,861
<b>Total Revenues</b>	<b>\$ 50</b>	<b>\$ 4</b>	<b>\$ 3,865</b>	<b>\$ 3,861</b>
<b><u>Expenditures:</u></b>				
Entry Monument	\$ -	\$ -	\$ 94,688	\$ (94,688)
Chelonia Parkway Paving	\$ 1,500,000	\$ -	\$ -	\$ -
Crosby Island Berm Repair	\$ 150,000	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 1,650,000</b>	<b>\$ -</b>	<b>\$ 94,688</b>	<b>\$ (94,688)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (1,649,950)</b>		<b>\$ (90,822)</b>	
<b><u>Other Financing Sources</u></b>				
Transfer In - Capital Projects	\$ 953,672	\$ -	\$ -	\$ -
<b>Total Other Financing Sources</b>	<b>\$ 953,672</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ (696,278)</b>		<b>\$ (90,822)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 696,278</b>		<b>\$ 914,427</b>	
<b>Fund Balance - Ending</b>	<b>\$ 0</b>		<b>\$ 823,605</b>	

**Bonnet Creek Resort**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Revenues</u></b>													
Maintenance Assessments - Off Roll	\$ 230,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	230,184
Interest Income	\$ 92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	92
Reuse Water Fees - Wyndham	\$ 1,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,566
Reuse Water Fees - Golf Course	\$ 2,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,419
Reuse Water Fees - Hilton	\$ 394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	394
Reuse Water Fees - Marriott	\$ 245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	245
<b>Total Revenues</b>	<b>\$ 234,900</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>234,900</b>
<b><u>Expenditures:</u></b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering Fees	\$ 8,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,770
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Services	\$ 607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	607
Assessment Roll Services	\$ 3,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,180
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage Rebate Calculation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
District Management Fees	\$ 3,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,144
Information Technology	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	113
Website Maintenance	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	75
Insurance - Professional Liability	\$ 7,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,938
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 351	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	351
Postage	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	31
Printing & Binding	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40
Office Supplies	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Contingency	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38
<b>Total General &amp; Administrative:</b>	<b>\$ 24,462</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>24,462</b>

**Bonnet Creek Resort**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b><u>Operation and Maintenance</u></b>													
Field Management	\$ 4,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,748
<b>Utility Services</b>													
Utility Services	\$ 1,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,294
Street Lights - Usage	\$ 423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	423
Street Lights - Lease & Maintenance Agreement	\$ 3,928	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,928
Water Service - Reuse Water	\$ 4,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,165
SFWMD Water Use Compliance Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Stormwater Control - Bonnet Creek Resort</b>													
Oc/Dep Quarterly Well Monitoring Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Wetland & Upland Monitoring Services - (Bda)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond & Embankment Aquatic Treatment - (Awc)	\$ 1,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,694
Irrigation Pond Treatment - Solitude	\$ 234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	234
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Stormwater Control - Crosby Island Marsh</b>													
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Nuisance/Exotic Species Maintenance - (Bda)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Embankment Mowing - (A. E. Smith)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Other Physical Environment</b>													
Property Insurance	\$ 19,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,127
Entry, Fence, Walls & Gates Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pump Station Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pump Station Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape & Irrigation Maintenance	\$ 16,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,500
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ 4,027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,027
Lift Station Maintenance	\$ 790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	790
<b>Road &amp; Street Facilities</b>													
Roadway Repair & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Highway Directional Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Roadway Directory Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Operation and Maintenance</b>	<b>\$ 56,930</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>56,930</b>
<b>Total Expenditures</b>	<b>\$ 81,392</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>81,392</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 153,508</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>153,508</b>
<b><u>Other Financing Sources/(Uses)</u></b>													
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ 153,508</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>153,508</b>

**Bonnet Creek Resort**  
**Community Development District**  
**LONG TERM DEBT REPORT**

<b>SERIES 2016 SPECIAL ASSESSMENT BONDS</b>		
INTEREST RATE:	4.50%	
MATURITY DATE:	5/1/2034	
RESERVE FUND DEFINITION	50% of MADS	
RESERVE FUND REQUIREMENT	\$1,038,531	
RESERVE BALANCE	\$1,038,531	
BONDS OUTSTANDING - 10/31/16		\$25,605,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$945,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$990,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$1,035,000)
LESS: PRINCIPAL PAYMENT 5/1/20		(\$1,080,000)
LESS: PRINCIPAL PAYMENT 5/1/21		(\$1,130,000)
LESS: PRINCIPAL PAYMENT 5/1/22		(\$1,180,000)
LESS: PRINCIPAL PAYMENT 5/1/23		(\$1,235,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$18,010,000</b>

**Bonnet Creek Resort**  
**Community Development District**  
**OFF ROLL ASSESSMENTS**  
**FISCAL YEAR ENDING SEPTEMBER 30, 2024**

**Wyndham Vacation Ownership, Inc.**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/9/23	2210051	10/1/23	\$144,851.56	\$144,851.56	\$0.00	\$0.00	\$144,851.56
10/26/23	2211420	11/1/23	\$181,977.04	\$181,977.04	\$0.00	\$181,977.04	\$0.00
		2/1/24	\$454,942.61		\$454,942.61	\$0.00	\$0.00
		4/1/24	\$600,366.48		\$600,366.48	\$0.00	\$0.00
		4/1/24	\$136,482.78		\$136,482.78	\$0.00	\$0.00
		6/1/24	\$136,482.78		\$136,482.78	\$0.00	\$0.00
			<b>\$1,655,103.25</b>	<b>\$326,828.60</b>	<b>\$1,328,274.65</b>	<b>\$181,977.04</b>	<b>\$144,851.56</b>

**Wyndham Vacation Ownership, Inc.**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/4/23	315004487	10/1/23	\$42,468.52	\$42,468.52	\$0.00	\$0.00	\$42,468.52
10/18/23	315004615	11/1/23	\$20,518.41	\$20,518.41	\$0.00	\$20,518.41	\$0.00
		2/1/24	\$51,296.04		\$51,296.04	\$0.00	\$0.00
		4/1/24	\$176,010.55		\$176,010.55	\$0.00	\$0.00
		4/1/24	\$15,388.81		\$15,388.81	\$0.00	\$0.00
		6/1/24	\$15,388.81		\$15,388.81	\$0.00	\$0.00
			<b>\$321,071.14</b>	<b>\$62,986.93</b>	<b>\$258,084.21</b>	<b>\$20,518.41</b>	<b>\$42,468.52</b>

**JW Marriott**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/4/23	12562181	10/1/23	\$57,307.31	\$57,307.31	\$0.00	\$0.00	\$57,307.31
10/18/23	12582504	11/1/23	\$27,688.45	\$27,688.45	\$0.00	\$27,688.45	\$0.00
		2/1/24	\$69,221.13		\$69,221.13	\$0.00	\$0.00
		4/1/24	\$237,509.85		\$237,509.85	\$0.00	\$0.00
		4/1/24	\$20,766.34		\$20,766.34	\$0.00	\$0.00
		6/1/24	\$20,766.34		\$20,766.34	\$0.00	\$0.00
			<b>\$433,259.42</b>	<b>\$84,995.76</b>	<b>\$348,263.66</b>	<b>\$27,688.45</b>	<b>\$57,307.31</b>

**G/B/H Golf Course**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/9/23	1008789	10/1/23	\$31,892.61	\$31,892.61	\$0.00	\$0.00	\$31,892.61
		11/1/23	\$15,407.63		\$15,407.63	\$0.00	\$0.00
		2/1/24	\$38,519.09		\$38,519.09	\$0.00	\$0.00
		4/1/24	\$132,178.76		\$132,178.76	\$0.00	\$0.00
		4/1/24	\$11,555.73		\$11,555.73	\$0.00	\$0.00
		6/1/24	\$11,555.73		\$11,555.73	\$0.00	\$0.00
			<b>\$241,109.55</b>	<b>\$31,892.61</b>	<b>\$209,216.94</b>	<b>\$0.00</b>	<b>\$31,892.61</b>

**G/B/H Four Star**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/9/23	1008794	10/1/23	\$133,717.00	\$133,717.00	\$0.00	\$0.00	\$133,717.00
		11/1/23	\$64,608.46		\$64,608.46	\$0.00	\$0.00
		2/1/24	\$161,521.14		\$161,521.14	\$0.00	\$0.00
		4/1/24	\$554,189.36		\$554,189.36	\$0.00	\$0.00
		4/1/24	\$48,456.34		\$48,456.34	\$0.00	\$0.00
		6/1/24	\$48,456.34		\$48,456.34	\$0.00	\$0.00
			<b>\$1,010,948.64</b>	<b>\$133,717.00</b>	<b>\$877,231.64</b>	<b>\$0.00</b>	<b>\$133,717.00</b>
					<b>TOTAL</b>	<b>\$230,183.90</b>	<b>\$410,237.00</b>



## SECTION D



# Bonnet Creek Resort CDD

## Field Management Report



December 7th, 2023

Clayton Smith – Director of Field  
GMS

# Completed

## Holiday Annuals / Ornamental Grasses



- + Holiday annuals were installed throughout the property to refresh the curb appeal for the holiday season.
- + Ornamental grasses were installed along the entrance turn lane across from the Wyndham main entrance. Working with the vendor to clean up the debris in this area.



# Completed

## Bollard Painting



- ✚ The bollards at the bridge were faded and were repainted by GMS staff.

## Bollard Painting

- ✚ Bridge column topper became dislodged.
- ✚ Staff moved it back into place.



# Completed

## Bollard Painting



- + Bonnet Creek directional sign was cleaned and buffed.

## Bollard Painting

- + Entry sign panels were removed and cleaned.
- + The tile surface behind the tiles was also cleaned.



# Site Items

## Landscaping Update



- ✚ As a result of the weekly reviews with the vendor the overall quality of the property continues to improve.
- ✚ Detailing of the plant beds and ornamental grasses will continue to be the focus through the dormant period.
- ✚ Any issues that are identified during site inspections are documented and swiftly addressed by the vendor.
- ✚ Entry Palms were trimmed.
- ✚ Mulch application will be completed as soon as possible.



# Site Items

## Property Edge Clearing



- + The West side of Chelonia Blvd is getting overgrown.
- + Staff has coordinated with the vendor on a larger scale cleanup of this area.
- + This is a good winter project, and we are waiting on pricing.

# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith



# SECTION I



## SECTION II



Proposal #371994

Date: 12/04/2023

From: Scott King Jr.

## Proposal For

### Bonnet Creek Resort CDD

c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

main:  
mobile:

## Location

Chelonia Pkwy  
Orlando, FL 32821

Property Name: Bonnet Creek Resort CDD

One time per month street sweeping

Terms: Net 30

DESCRIPTION	AMOUNT
Street Sweeping one time monthly	\$825.00
1. power sweep service road.	
2. power sweep loose sand and fill dirt	
3. broom all the curbs of the service road	
4. blow clean curbs	
5. shovel dirt on some area of curbs	

## Client Notes

Signature

x

SUBTOTAL	\$825.00
SALES TAX	\$0.00
TOTAL	\$825.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

## Contact

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Assigned To

Scott King Jr.

Office:  
wking@yellowstonelandscape.com

## SECTION III



Proposal #371685

Date: 12/01/2023

From: Scott King Jr.

## Proposal For

### Bonnet Creek Resort CDD

c/o Governmental Management Services, LLC  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

main:  
mobile:

## Location

Chelonia Pkwy  
Orlando, FL 32821

Property Name: Bonnet Creek Resort CDD

spot turf replacement

Terms: Net 30

DESCRIPTION	AMOUNT
General Labor	\$1,120.00
Sod	\$1,100.00
Irrigation Labor	\$368.00
INV - Irrigation Parts	\$225.00
irrigation parts to ensure proper coverage for new sod.	

## Client Notes

	SUBTOTAL	\$2,813.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$2,813.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.  
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Assigned To

Scott King Jr.  
Office:  
wking@yellowstonelandscape.com