

*Bonnet Creek Resort Community
Development District*

Agenda

April 4, 2024

AGENDA

Bonnet Creek Resort

Community Development District

219 East Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

March 28, 2024

Board of Supervisors

Bonnet Creek Resort

Community Development District

Dear Board Members:

The Board of Supervisors of the Bonnet Creek Resort Community Development District will meet Thursday, April 4, 2024, at 1:30 p.m. at the Signia by Hilton Bonnet Creek, 14100 Bonnet Creek Resort Lane, Orlando, FL 32821. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the March 7, 2024, Board of Supervisors Meeting
4. Ratification of Addendum to the Improvement Agreement with Ranger Construction Industries
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Status Report on Paving of Chelonia Parkway
 - ii. Status Report on CIMMA Berm Repair
 - C. District Manager's Report
 - i. Consideration of Check Register
 - ii. Balance Sheet and Income Statement
 - D. Field Manager's Report
 - i. Status Report on Relocation of Landscape Maintenance Staging Area
 - ii. Status Report on Annual Lift Station Maintenance
6. Supervisor's Requests
7. Other Business
8. Adjournment

Sincerely,

George Flint

George S. Flint

District Manager

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, March 7, 2024 at 1:30 p.m. at the JW Marriot Orlando Bonnet Creek Resort, 14900 Chelonia Parkway, Orlando, Florida.

Present and constituting a quorum were:

Fred Sawyers	Secretary
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

The following is a summary of the discussions and actions taken at the March 7, 2024 regular Board of Supervisor's meeting of the Bonnet Creek Resort Community Development District.

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 February 1,
2024 Meeting**

On MOTION by Mr. Sawyers seconded by Mr. Scinta with all in favor the minutes of the February 1, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Ratification of Settlement Agreement with Don Bell Signs

Mr. Flint stated the board approved the terms of the settlement agreement at your last meeting and we are bringing the agreement itself back to get it into the record on the agenda. The final change order was processed, and the retainage released and at this point I believe the final payment has been made. That issue is closed out.

On MOTION by Mr. Von Kluge seconded by Mr. Scinta with all in favor the settlement agreement with Don Bell Signs was ratified.

FIFTH ORDER OF BUSINESS

Ratification of Change Order no. 7

Mr. Flint stated Change Order No. 7 is the change order that closed out the project. The change order was approved and executed prior to the settlement agreement. There is a deduct associated with the payment and performance bond and the settlement agreement and revised contract amount.

On MOTION by Mr. Von Kluge seconded by Mr. Scinta with all in favor change order no. 7 with Don Bell Signs for a net deduction of \$20,190.19 was ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Status Report on Paving of Chelonia Parkway

Mr. Flint stated the timeline in your agenda is a week off. Mr. Nugent stated they asked to start March 18th and if it is acceptable I want to issue a notice to proceed that I was going to date effective the 18th.

ii. Status Report on CIMMA Berm Repair

Mr. Nugent stated we have to get the berm fixed, but are we going to do a patch in case we didn't implement the same stone and geotextile fabric and netting like we did the first go around. Then just do that fix or do the sheet piles if it turns out to be a viable solution. It will be more costly, but it would likely be a longer-term fix. We have roughly 450 feet of berm.

Mr. Flint stated we need to get prices both ways because it is going to be a financial issue as well. You might have to do temporary then long term. What is the update?

Mr. Nugent stated I spoke with Jay Casper this morning, he is with Terracon, the original geotechnical engineer. He is familiar with the project and came up with the recommendations for the last series of repairs. He is the one who floated the sheet pile idea and was going to check costs and we are supposed to circle back next week. I'm going to dig out the contract award that we got for the previous repair and see the unit rate, knowing it is ten years old. In the capital budget we have \$150,000. Last repair, which included other areas around the perimeter of the site was around \$160,000.

C. District Manager's Report**i. Consideration of Check Register**

On MOTION by Mr. Scinta seconded by Mr. Von Kluge 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.

D. Field Manager's Report

Mr. Smith reviewed the field manager's report, copy of which was provided to the board.

i. Consideration of Renewal for Lift Station Maintenance with Tech Services Specialties, Inc.

On MOTION by Mr. Scinta seconded by Mr. Von Kluge with all in favor the contract with Tech Services Specialists, Inc. was renewed.

ii. Status Report on Relocation of Landscape Maintenance Staging Area

Mr. Flint stated I put this on the agenda so we can come to some resolution. This is the issue of the staging area for the CDD's landscape maintenance company, which has been on the berm by Wyndham. We need to come up with an alternative location and the CDD has no location that it owns to be able to do that. I don't know if there is an area by the golf course facility where a trailer could be stored. It wouldn't be a lot of space, but we need someplace where we can have a port-a-potty and a Conex to store a couple pieces of equipment. The only other option would be to try to do it by the lift station and there is not enough land on the parcel that the lift station is actually on to do that.

Mr. Smith stated they don't need much room and the way our contract is structured is having an onsite spot. If we were to not have a spot for them onsite, our contract would change to send out the crews to do the detail and send out crews to do the mowing, but they would only be out here two or three days a week. I like having the onsite porters, that way if an issue comes up they are here and they are able to deal with it almost immediately.

Mr. Flint stated it has made a big difference. It got to the point where they had two people onsite. Any thoughts you would have on an option we would love to hear. If we go with a trailer in and out it will impact cost and the level of service would go down.

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

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS**Other Business**

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Sawyers seconded by Mr. Scinta with all in favor the meeting adjourned at 2:08 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

ADDENDUM TO THE IMPROVEMENT AGREEMENT
(Bonnet Creek Resort CDD and Ranger Construction Industries, Inc.)

THIS ADDENDUM TO THE IMPROVEMENT AGREEMENT (the “Addendum”), dated March ____, 2024, is made by and between the **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, and **RANGER CONSTRUCTION INDUSTRIES, INC.**, a Florida corporation, (hereinafter referred to as “Contractor”).

WHEREAS, District and Contractor are parties to that certain Improvement Agreement, dated February 6, 2024, (the “Agreement”), attached hereto as **Exhibit “A;”** relating to the paving and resurfacing of Chelonia Parkway within the boundaries of the District in Orange County, Florida, as is more particularly described therein; and

WHEREAS, the Contractor and District, in accordance with the provisions of the Agreement determined it to be in their best interest to clarify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the terms of the Agreement are in full force and effect.
3. Article 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

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 ONE MILLION TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED ONE AND 50/100 (\$1,272,101.50) for Phase I (the “**Phase I Contract Sum**”) and an amount equal to TWO HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED EIGHT AND 15/100 (\$275,208.15) for Phase II (the “**Phase II Contract Sum**”) and together with the Phase I Contract Sum, the “**Contract Sum**”), 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 District Engineer and accepted by Contractor. Furthermore, the parties acknowledge that the Proposal includes Bid Alternate #2 and Bid Alternate #3 which have been approved by the District and are incorporated into the Contract Sum herein. 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. The parties agree the Phase I Contract Sum shall be paid for the completion of Phase I and the Phase II Contract Sum shall be paid for the completion of Phase II.

4. That in order to facilitate execution of this Addendum, this Addendum may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
5. That except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
6. In the event of any conflict between the terms herein and the term(s) in the Agreement, the terms herein shall prevail.

SIGNATURE PAGE TO THE ADDENDUM TO THE IMPROVEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf by duly authorized representatives as of the date first set forth above.

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT
DISTRICT**, a Florida community
development district

By: 

Print: Randall F. Greene

Chairman/Vice-Chairman

Board of Supervisors

**RANGER CONSTRUCTION
INDUSTRIES, INC.**, a Florida corporation

By: _____

Print: _____

Title: _____

SIGNATURE PAGE TO THE ADDENDUM TO THE IMPROVEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf by duly authorized representatives as of the date first set forth above.

**BONNET CREEK RESORT
COMMUNITY DEVELOPMENT
DISTRICT**, a Florida community
development district

By: _____
Print: _____
Chairman/Vice-Chairman
Board of Supervisors

**RANGER CONSTRUCTION
INDUSTRIES, INC.**, a Florida corporation


By:  _____
Print: R. Scott Fowler
Title: Vice President

Exhibit “A”
Improvement Agreement

[See attached.]

Bonnet Creek Resort Community Development District
CHELONIA PARKWAY RESURFACING PROJECT
CONTRACT DOCUMENTS

THIS IMPROVEMENT AGREEMENT (this “Contract”) is made effective as of the ____ day of January, 2024, (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 **Ranger Construction Industries, Inc.**, 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, in one or more phases, as hereinafter defined, 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, in one or more phases, as more specifically described in this Contract.

E. The Project shall be completed in two (2) phases, comprised of the four (4) lane section of Chelonia Parkway (“Phase I”) and the two (2) lane section of Chelonia Parkway (“Phase II”).

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) of Phase I 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 parties agree that following Final Completion of Phase I, the Work on Phase II shall begin on a date mutually agreeable to the parties (the "Agreed Upon Date"), but in no event later than one year from the Effective Date, and Contractor shall diligently prosecute the Work and achieve Substantial Completion of Phase II within 45 days of the Agreed Upon Date, and Final Completion within 75 days of the Agreed Upon Date, 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 ONE MILLION TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED ONE AND 50/100 (\$1,272,101.50) for Phase I (the "Phase I Contract Sum") and an amount equal to TWO HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED EIGHT AND 15/100 (\$275,208.15) for Phase II (the "Phase II Contract Sum" and together with the Phase I Contract Sum, the "Contract Sum"), 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 District Engineer and accepted by Contractor. 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. The parties agree the Phase I Contract Sum shall be paid for the completion of Phase I and the Phase II Contract Sum shall be paid for the completion of Phase II.

ARTICLE 4. PROGRESS PAYMENTS

4.1. Based upon Applications for Payment substantially in the form of a standard EJCDC Document C-620 Pay Application, attached as Exhibit "D," submitted to District Engineer by Contractor, including all supporting documentation as hereinafter provided, and Certificates for Payment (also referred to as the Certification of Contractor) as included within the Pay Application, when reviewed and recommended by District Engineer, District shall make progress payments on account of the Contract Sum to Contractor as provided below and elsewhere in the Contract Documents. Each Application for Payment

shall cover one (1) calendar month, the first such period commencing on the Date of Commencement of this Contract and ending at the end of such month. Contractor shall submit to District Engineer for approval an Application for Payment on account of the Contract Sum in proportion to Work completed through the last day of the month prior to the current month in which the application is made. Each Application for Payment shall show the percentage of completion of the Work based upon Contractor's estimate of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work during the period commencing on the date covered by the preceding Application for Payment (or the Effective Date of this Contract if no payments have been made) and ending on the last day of the month for which the Application for Payment is made (the "Application Period"). Except as otherwise expressly provided herein, no payment will be made for materials stored, whether on- or off-site, and in order for payment to be made for materials, they must be incorporated in the Work. Contractor's estimate of the percentage of completion shall be subject to final review and certification by Engineer and District Engineer and approval by District. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to District and in compliance with applicable Florida Statutes:

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

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

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

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

4.3. District Engineer may decline to certify payment and may withhold the Certificate for Payment in whole or in part to the extent necessary to reasonably protect District, if in District Engineer's opinion, District Engineer is unable to certify that the quality and quantity of the Work is in accordance with the Contract Documents and the Application for Payment. District Engineer may also decline to certify a payment or, because of subsequently discovered evidence or subsequent observations, District Engineer

may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in District Engineer's opinion, to protect District from loss because of (1) defective Work not remedied; (2) third-party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of Contractor to make payments properly to Subcontractors for labor, materials or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (5) damage to District or another contractor; (6) reasonable evidence that the Work (or any portion thereof) will not be completed within the time periods specified herein; or (7) persistent failure by Contractor to carry out the Work in accordance with the Contract Documents.

4.4. District shall have the right (but not the obligation), at any time, without further notice to Contractor, to pay directly or by joint check any laborers, Subcontractors or other persons or entities who are either listed in Contractor's Sworn Statement or who have filed a lien or notice to owner under the Florida Construction Lien Law.

ARTICLE 5. FINAL PAYMENT

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

ARTICLE 6. ENUMERATION OF CONTRACT DOCUMENTS

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

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

ARTICLE 7. CONTRACT DOCUMENTS

7.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In general, the Plans will show dimensions, positions, type of construction, and the Specifications will define materials, qualities, and methods. Work not particularly detailed, marked

or specified shall be the same as similar parts that are detailed, marked or specified. The Plans shall be accurately followed as to scale, except where figures are given for dimensions, which shall in all cases, be taken in preference to the scale measurements. Large size details take precedence over small drawings in all cases. In the case of discrepancies or ambiguities between the Plans and Specifications, the Specifications shall govern. Should there be any error in the Plans or Specifications, Contractor shall notify District Engineer at once and District Engineer will issue instructions to Contractor. If Contractor proceeds without notifying District Engineer and/or complying with District Engineer's instructions, Contractor shall be fully responsible for any resulting damage or defects. For convenience, the Specifications may be arranged in various trade sections, but such segregation shall not be considered as limiting the Work of any subcontracts or trade and District will not be responsible for any division of Work by subcontracts. Unless otherwise provided, Contractor shall be solely responsible for all subcontract arrangements of Work, regardless of the location or provision in the Specifications.

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

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

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

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

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

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

7.7. Whenever in the Specifications or Plans, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such item shall be deemed to be used for

the purpose of facilitating description of the material and/or process desired and shall be deemed to be followed by the words "or District-approved equivalent."

ARTICLE 8. DISTRICT

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

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

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

ARTICLE 9. CONTRACTOR

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

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

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

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

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

Superintendent:

Phone No. during working hours:

Mobile Phone No.:

Phone No. after hours, weekends
and holidays:

Francis Segre / Mike Moss
561-943-6299
561-970-3270
561-970-3270

Senior Project Manager:

Phone No. during working hours:

Facsimile during working hours:

Mobile Phone No.:

Phone No. after hours, weekends
and holidays:

Bridney Durauf
561-718-4267
407-656-3188
321-689-1928
561-718-4267

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". In accordance with the preceding sentence, a Certificate of Substantial Completion shall be issued for each of Phase I and Phase II. 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: Ranger Construction Industries, Inc.
1200 Elboc Way
Winter Garden, FL 34787
Attention: F. Scott Fowler, Vice President

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

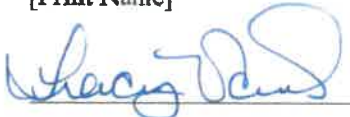

George S. Flint


Randall F. Greene

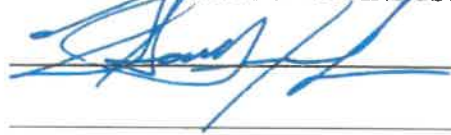
Chairman, Board of Supervisors

WITNESSES:



[Print Name]


TRACEY VANDUSEN
[Print Name]

RANGER CONSTRUCTION INDUSTRIES, INC.



Print Name: F. Scott Fowler

Its: Vice President

License No. GGC 031554

EXHIBIT "A"

Listing of Contract Documents

CONTRACT
DOCUMENTS

The Contract

Listing of Contract Documents (**Exhibit "A"**)

Contractor's Detailed Schedule (**Exhibit "B"**)

Proposal (**Exhibit "C"**)

Contractor's Application for Payment (**Exhibit "D"**)

List of Plans and Specifications (**Exhibit "E"**)

Form of Bonds (**Exhibit "F"**)

Certificate of Substantial Completion (**Exhibit "G"**)

EXHIBIT "B"

**Contractor's Detailed
Schedule**

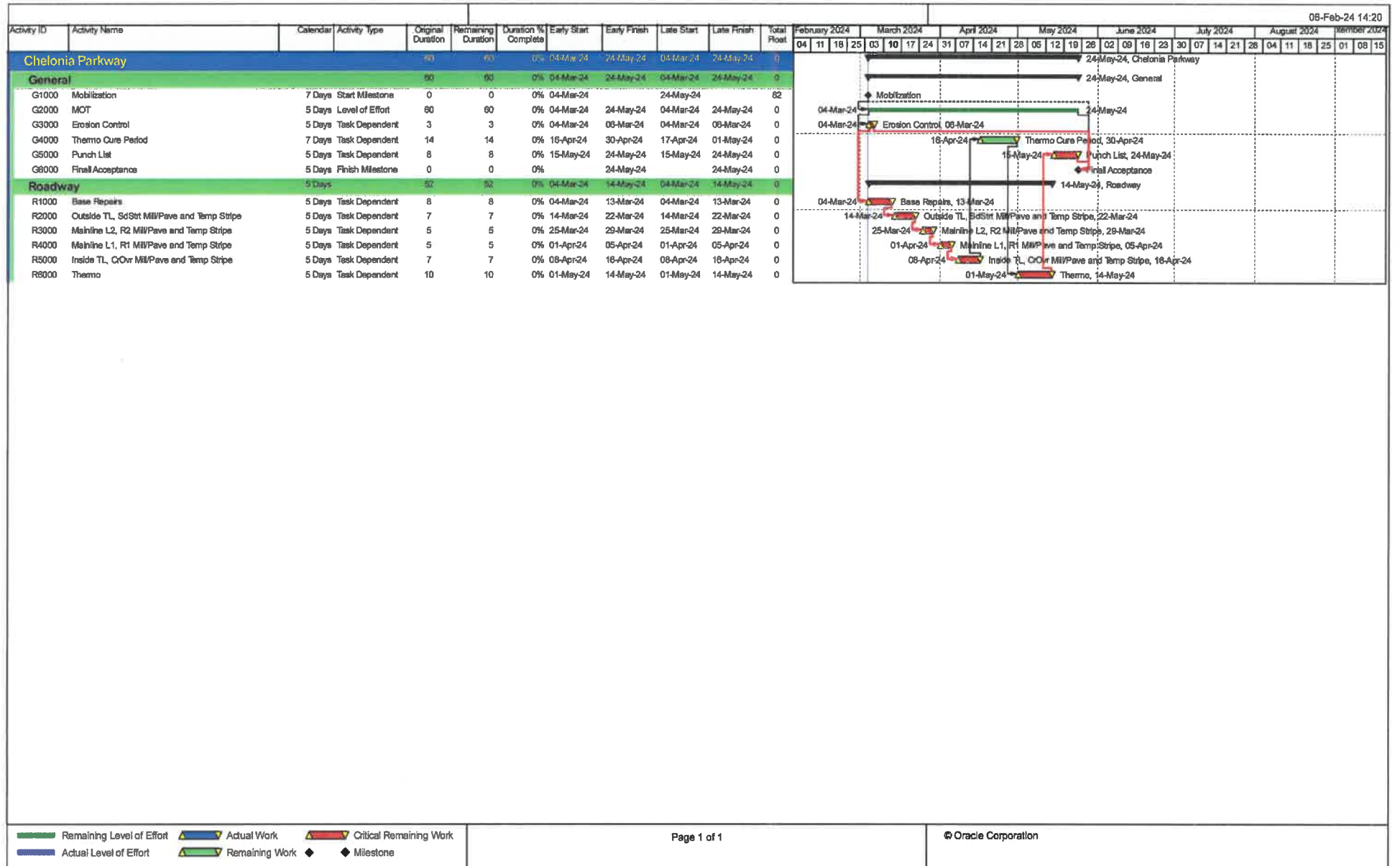


EXHIBIT “C”

Proposal

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
 Bid Due: November 10, 2023 at 2:00 p.m.

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	TOTAL COST
PHASE 1 - 4 LANE SECTION					
100	GENERAL				
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
	Subtotal				\$217,205.00
PAVEMENT					
200	PAVING - 4 LANE SECTION				
201	2" FDOT Asphalt Type SP 12.5 In place, Compacted	39,900	SY	19.30	\$770,170.00
202	Milling Existing Pavement Between 1" - 2"	39,900	SY	4.00	\$1,596,000.00
203	Base Repair (4" SP 12.5) (10% Allowance)	3,690	SY	34.95	\$128,995.50
204	Pavement Marking (8" 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
	Subtotal				\$1,021,896.50
PHASE 2 - 2 LANE SECTION					
300	GENERAL				
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
	Subtotal				\$54,153.50
PAVEMENT					
400	PAVING - 2 LANE SECTION				
401	2" FDOT Asphalt Type SP 12.5 In place, Compacted	5,420	SY	20.75	\$112,515.00
402	Milling Existing Pavement Between 1" - 2"	5,420	SY	8.50	\$46,070.00
403	Base Repair (4" SP 12.5) (10% Allowance)	650	SY	55.80	\$36,270.00
404	Pavement Marking (8" Paint Yellow/White)	7,091	LF	1.15	\$8,154.65
	Subtotal				\$202,959.65
TOTAL					
1000	BID ALTERNATE #1 (Phases 1 and 2 Combined)				
1001	Deduct	1	LS	(\$4,500.00)	(\$4,500.00)
	BID ALTERNATE #2 (Phase 1 - 4 Lane Section)				
1002	Thermoplastic Striping in Lieu of Paint	1	LS	\$33,300.00	\$33,300.00
	BID ALTERNATE #3 (Phase 2 - 2 Lane Section)				
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 _____

Bidders 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: Ranger Construction Industries, Inc. Date: 11/10/2023
Address: 1200 Elhoc Way By: 
Winter Garden, FL 34787 Date: 11/10/2023

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@pbcgov.org -562-233-3950
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	\$1,024,250.85	Aug-22	Frank Watanabe 321.408.6341 Frank.watanabe@pslmba.com
FL802 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@consortium.com Phone: +1.813.244.3159 Ext. 51058 Mobile: 813-316-6646 District One Construction 863-539-2361, Office 863-899-9167 FDOT Cell
SR2A7 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 (386) 943-5514
SR 408 Woodbury Road	Resurfacing	SR 408 from Woodbury Road to North of SR 50	Central Florida Expressway Authority	\$2,412,806.53	11/2/2021	Steven Capers/(407) 690-5000
14494 (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
#DW 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 Uli/Michael.A.Uli@disney.com/407-656-9255
SR58 Turnpike (SR 91 from South of Atlantic Ave to North of Joynton Beach Blvd MP 81-44P 87)	Street Resurfacing	Palm Beach County	FDOT - Turnpike Enterprise	\$10,063,165.00	4/31/2020	Jaime Gomez Construction Project Manager Turnpike Enterprise Pompano Beach Operations Center Office: (954) 934-1131 (954) 789-1383
Hood Road (Hood Rd of FT 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
FLIA Golfview Infrastructure PH I	Site Work	Palm Beach International Airport	Palm Beach International Airport	\$5,171,912.85	3/10/2017	Cindy Portney cportney@flia.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	\$4,982,168.10 (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: \$6,974,302.69	We have this contract since 2017/The new Contract Started in October 2019	Fernando Valledares Gudino Contract Administrator Orange County Public Works Roads and Bridges Division Email: Fernando.ValledaresGudino@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@pbgl.com Operations Manager Streets and Stormwater office: (561) 204-7044 cell: (561)282-8552 | site: www.pbgl.com address: 4050 Johnson Dohy 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
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@signaturepropertymgt.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
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) 671-9444



WORK EXPERIENCE(AS PRIME CONTRACTOR)/REFERENCES

Taxlane Charlie	Rehabilitation of Taxlane 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@hoyletanner.com
Taxway 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 Amhent Consulting) (772)713-0710 Danielle.Priest@amhent-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) (772)280-5467 rfresned@martin.fl.us
Jupiter Lakes Blvd Phase II	Widening, Curb, Landscaping, Permeable concrete sidewalk	Town of Jupiter	Town of Jupiter	\$798,165.60	03/12/2019 Completed on time/on budget	Thomas Criscoli (Project Manager) scrcoli@jupiter.fl.us (561)741-2215
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@aldinc.us (407)926-6611
SR-60 from 38th Ave to 21st Ave-64580	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:P: (772) 429-4949 - C: (772) 579-3276 Michael.Jacobs@dot.state.fl.us or Donald Larson: P: 772/429-4893 Cell: 772/628-1789 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	\$3,161,392.00	9/4/2018 Completed on time/on budget	Susan Hindman Susan.Hindman@dot.state.fl.us (863) 273-1656
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@phcgv.org (561) 684-4180



WORK EXPERIENCE(AS PRIME CONTRACTOR)/REFERENCES

SR 25 (US27)/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	Maria Sabi Jr., E.I. Project Engineer Pinnacle Consulting Enterprises, Inc. FDOT Broward Ops. 5548 NW 9th Avenue Ft. Lauderdale, FL 33309 Mobile: 305-951-3372 msabi@pinnaclecorp.com
75 Segment D	Heavy Highway - Express Lane Construction and Interchange Improvements	FDOT D4 Broward County	FDOT	\$80,437,734.08	7/15/2018 Completed on time/on budget	Scott Gombor, P.E. sgombor@psnannusa.com (954) 931-6799
Glades Rd Interchange Ramp Improvements - FDOT Fin No. 435615-1-52-01 EBP90	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	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 84, Miami, FL 33172 Mobile: 305-961-0025 ejett@americanenggroup.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 (407) 948-8281
Laverhill Road	Milling And Resurfacing	Palm Beach County	Palm Beach County	\$288,832.50	2/1/2018 Completed on time/on budget	John Kopelakis (561) 684-4180 jkopelakis@pbccnv.org
Cobblestone Country Club Overlay	Construction of a parking lot	10301 SW Roostery Way, Palm City, FL 34990	Cobblestone Country Club HOA, Inc.	\$530,900.85	5/15/2017 Completed on time/on budget	Cobblestone Country Club HOA, Inc., (772) 293-8010 / hsoffice@cobblestonecc.org
Palm Beach International Airport Taxiway E & O	Taxiway Construction	Palm Beach International Airport	PBIA	\$4,955,479.53	5/1/2016 Completed on time/on budget	Cindy Portnoy (561) 471-7400 cportnoy@pbia.org
-595 Segment D	I-595 Improvements - Express Lanes Construction	FDOT D4 Broward County	Oragados USA	\$54,037,650.71	3/1/2014 Completed on time/on budget	Antonio Mayo

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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. Vecellio Group, Inc.	
2 Business name/disregarded entity name, if different from above Ranger Construction Industries, Inc.	
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"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: 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) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1645 N Congress Ave	Requester's name and address (optional)
6 City, state, and ZIP code West Palm Beach, FL 33409	
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 ►

Ranger Construction Industries, Inc.

Date ►

10/03/2022

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.

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://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.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



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



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: 407.858.4111
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 ELBOG WAY
Receipt No:	24-00000189	Class:	MANUFACTURER/FABRTR/AS MBLR - > 30 EMPLOY
Tax/Add'l Tax:	\$ 286.66 \$	Issue Date:	August 09, 2023
Late Penalty:	\$ 0.00	Expires:	September 30, 2024
Total Paid:	\$0.00	Restrictions:	MUST COMPLY WITH LOCAL BUSINESS TAX REQUIREMENTS
		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 1st through September 30th. Tax fees are prorated after April 1st 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.

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

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

2600-0049122

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
1845 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.

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

2600-0049122

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
1845 N CONGRESS AVE
WEST PALM BCH FL 33409

1200 ELBOC WY
C - WINTER GARDEN, 34787

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

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).

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

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL 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	AUTOMOBILE LIABILITY <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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION		CUP-5809B407-23	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 <input type="checkbox"/> N/A	UB-8L88782-23	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

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 Capitol, this the
Seventeenth day of April, 1996



CR2EO22 (2-95)

Sandra B. Mortimer

Sandra B. Mortimer
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

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Event Effective Date	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
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WEST PALM BCH, FL 33409

Title ASST SECRETARY

YODER, WILLIAM
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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

04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
10/27/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/23/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
12/27/2010 -- Merger	View image in PDF format
08/25/2010 -- Reg. Agent Change	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- ANNUAL REPORT	View image in PDF format
03/03/2008 -- ANNUAL REPORT	View image in PDF format
03/26/2007 -- ANNUAL REPORT	View image in PDF format
02/22/2007 -- ANNUAL REPORT	View image in PDF format
02/17/2006 -- ANNUAL REPORT	View image in PDF format
02/16/2005 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
02/19/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
01/31/2001 -- ANNUAL REPORT	View image in PDF format
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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.¹ 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.

¹ 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.² 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.³

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.⁴ 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.⁵ 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.⁶ 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.

² 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.

³ 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.

⁴ 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.

⁵ 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.

⁶ 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
Landscape-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
Presidentmt-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:

F. Scott Fowler

Signature:

A handwritten signature in blue ink, appearing to read 'F. Scott Fowler', written over a horizontal line.

Date:

January 22, 2024



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee 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 horizontal line extending to the right.

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 2024
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



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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



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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 888-484-4218.

- 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



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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



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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-



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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.



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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



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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



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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.



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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.



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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.



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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 Sansbury Way
	West Palm Beach, FL 33411
Company Alternate Address:	
County or Parish:	PALM BEACH
Employer Identification Number:	592098882



Company ID Number: 403857

North American Industry Classification System Code:	237
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	5
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
♦ 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:	(361) 792 - 1408
Telephone Number:	(361) 784 - 3519		
E-mail Address:	apopoff@rangerconstruction.com		
Name:	C R Leadbetter	Fax Number:	(361) 784 - 3465
Telephone Number:	(361) 784 - 3535		
E-mail Address:	rleadbetter@vccellgroup.com		
Name:	Monique Gora	Fax Number:	(361) 792 - 1408
Telephone Number:	(361) 784 - 3548		
E-mail Address:	monique.gora@vccellgroup.com		

EXHIBIT "D"

**Contractor's Application
for Payment**

Contractor's Application For Payment No. _____

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

APPLICATION FOR PAYMENT

Change Order Summary

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

CONTRACTOR'S CERTIFICATION

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

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

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

Progress Estimate

Contractor's Application

[illegible]

Progress Estimate

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

EXHIBIT “E”

**List of Plans and
Specifications**

EXHIBIT “E”

PLANS AND SPECIFICATIONS

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

**Bonnet Creek Resort Community Development District
Bonnet Creek Resort
Chelonia Parkway Resurfacing Project
Orange County, Florida
BID SET**

Schedule of Sheets

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

Specifications

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

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

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

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

BONNET CREEK RESORT CHELONIA PARKWAY RESURFACING

ORANGE COUNTY, FLORIDA

PREPARED FOR

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT
219 EAST LIVINGSTON STREET
ORLANDO, FL 32801
407.841.5524
CONTACT: GEORGE FLINT



SEPTEMBER, 22 2023




DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.4088

SHEET INDEX

C001	COVER SHEET
C002	OVERALL PLAN AND SECTIONS
C003	AERIAL PLAN



DRAWING C002	SHEET 2 of 3	BONNET CREEK RESORT AERIAL PLAN ORANGE COUNTY, FLORIDA CHELONIA PARKWAY RESURFACING		DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS 2000 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.844.0008						DONALD W. MCINTOSH REGISTERED PROFESSIONAL ENGINEER FLORIDA LICENSE NO. 10000
				DESIGNED BY: ET DATE: 9/22/23	CHECKED BY: JCH DATE: 9/22/23	SCALE 1"=200'	JOB NUMBER 21108	MS. DATE	DESCRIPTION		CHK.	DATE
REVISIONS										



The parties to the Contract agree that the following Technical Provisions are entered into between the District and the Contractor. The parties understand and agree that any and all references to the "County" or the "County's Representative" shall mean the District or the District's Representative, respectively.

PART H TECHNICAL PROVISIONS

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

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

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

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

2. The work performed shall consist of, but not be limited to, performance of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.5 Milling of Existing Asphalt 1" – 2" (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 1" to 2" of existing asphalt pavement prior to resurfacing.
- 3.6 Milling of Existing Asphalt 2" – 3" (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 2" to 3" of existing asphalt pavement prior to resurfacing.
- 3.7 Milling of Existing Asphalt 3" – 4" (Square Yard)** - Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to mill 3" to 4" of existing asphalt pavement prior to resurfacing.
- 3.8 Curb Reveal Milling of Existing Asphalt (Square Yard) – (based on the width of the mill no less than 6')-** Payment for this item shall be full compensation for all labor, materials, equipment and incidentals necessary to curb reveal mill existing asphalt pavement, as specified, prior to resurfacing.
- 3.9 Raise Manhole Covers (Each)** - The unit price for raising manhole covers to match grade shall include all labor, materials, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.10 Raise Water Valve Covers (Each)** - The unit price for raising water valve covers to match grade shall include all labor, materials, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.11 Installation of County Provided Manhole Risers (Each)** - The unit price for raising manhole covers to match grade shall include all labor, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.12 Installation of County Provided Water Valve Risers (Each)** - The unit price for raising water valve covers to match grade shall include all labor, equipment, installation, maintenance of traffic and incidentals associated to complete this task.
- 3.13 Base Repairs 4" (SP-12.5 Asphalt) (Square Yard)** - The unit price for base repair shall be inclusive of all labor, materials, equipment, installation and incidentals required to provide services as specified. The cost shall also be inclusive of proper disposal of removed material.
- 3.14 Asphalt Berms (Ton)** - The unit price for asphalt berms shall be inclusive of all labor, materials, equipment, installation and incidentals required to provide services as specified. The cost shall also be inclusive of proper disposal of removed material/debris, leveling, milling, grading and compaction.

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

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

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

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

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

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

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

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

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

EXHIBIT “F”

Form of Bonds

PAYMENT BOND

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

CONTRACTOR (Name and Address and Phone Number):

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

OWNER:

Address:

Phone Number:

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title

SURETY

(Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

PERFORMANCE BOND

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

CONTRACTOR (Name and Address and Phone Number):

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

OWNER:

Address:

Phone Number:

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

SURETY

Surety's Name and Corporate Seal (Seal)

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

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

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

EXHIBIT "G"

**Certificate of Substantial
Completion**

EXHIBIT "G"
CERTIFICATE OF SUBSTANTIAL COMPLETION

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

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

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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

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

By: _____ Date: _____

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

CONTRACTOR:

_____, a _____

By: _____ Date: _____

SECTION V

SECTION C

SECTION 1

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
February 29, 2024

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 23, 2024 through March 21, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: \$ **130,467.05**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Bonnet Creek Resort Community Development District

Paid Operation & Maintenance Expenditures

February 23, 2024 Through March 21, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
GOVERNMENTAL MANAGEMENT SERVICES-	4174	322	MANAGEMENT FEES FEB 24	\$ 3,144.33
GOVERNMENTAL MANAGEMENT SERVICES-	4174	322	WEBSITE ADMIN FEB 24	\$ 75.00
GOVERNMENTAL MANAGEMENT SERVICES-	4174	322	INFORMATION TECH FEB 24	\$ 112.50
GOVERNMENTAL MANAGEMENT SERVICES-	4174	322	OFFICE SUPPLIES FEB 24	\$ 0.87
GOVERNMENTAL MANAGEMENT SERVICES-	4174	322	POSTAGE FEB 24	\$ 79.60
GOVERNMENTAL MANAGEMENT SERVICES-	4174	323	FIELD MANAGEMENT FEB 24	\$ 4,748.00
LATHAM, LUNA, EDEN & BEAUDINE LLP	4175	123364	GENERAL COUNSEL JAN 24	\$ 1,965.00
GOVERNMENTAL MANAGEMENT SERVICES-	4176	319	REPAIR GATE/SIGN NOV 23	\$ 1,141.91
GOVERNMENTAL MANAGEMENT SERVICES-	4176	320	MANAGEMENT FEES JAN 24	\$ 3,144.33
GOVERNMENTAL MANAGEMENT SERVICES-	4176	320	WEBSITE ADMIN JAN 24	\$ 75.00
GOVERNMENTAL MANAGEMENT SERVICES-	4176	320	INFORMATION TECH JAN 24	\$ 112.50
GOVERNMENTAL MANAGEMENT SERVICES-	4176	320	OFFICE SUPPLIES JAN 24	\$ 0.06
GOVERNMENTAL MANAGEMENT SERVICES-	4176	320	POSTAGE JAN 24	\$ 23.30
GOVERNMENTAL MANAGEMENT SERVICES-	4176	321	FIELD MANAGEMENT JAN 24	\$ 4,748.00
GOVERNMENTAL MANAGEMENT SERVICES-	4176	321	REPAIR LOCKS CROSBY ISL	\$ 25.93
YELLOWSTONE LANDSCAPE	4177	OE 66253	IRRIGATION REPAIRS	\$ 1,068.15
YELLOWSTONE LANDSCAPE	4177	OE 66305	LANDSCAPE MAINT MAR 24	\$ 17,325.00
FREDERICK W. SAWYERS	4178	FS030720	BOS MEETING 3/7/24	\$ 200.00
HERBERT VON KLUGE	4179	HK030720	BOS MEETING 3/7/24	\$ 200.00
REBECCA R FRASIER	4180	BF030720	BOS MEETING 3/7/24	\$ 200.00
RICHARD J SCINTA JR	4181	RS030720	BOS MEETING 3/7/24	\$ 200.00
AQUATIC WEED CONTROL, INC.	4182	94329	POND MAINTENANCE FEB 24	\$ 1,694.00
GOVERNMENTAL MANAGEMENT SERVICES-	4183	327	GENERAL MAINT JAN 24	\$ 1,300.00
GOVERNMENTAL MANAGEMENT SERVICES-	4183	327	GENERAL MAINT JAN 24	\$ 5,446.44
YELLOWSTONE LANDSCAPE	4184	OE 66930	STREET SWEEPING	\$ 825.00
BREEDLOVE DENNIS & ASSOCIATES	4185	54576	NUISANCE/EXOTIC SPEC-BCR	\$ 236.50
BREEDLOVE DENNIS & ASSOCIATES	4185	54576	NUISANCE/EXOTIC SPEC-CIM	\$ 530.40
LATHAM, LUNA, EDEN, BEAUDINE, LLP	216	123355	REEDY CRK/RD IMPROVEMENTS	\$ 207.00
DONALD W. MCINTOSH ASSOCIATES, INC.	217	PAYAPP#1	PAY APP# 11-ENTRY SIGNAGE	\$ 75,872.31

Subtotal Check Register

\$ 124,701.13

Automatic Drafts

Account Numbers

ORANGE COUNTY UTILITIES	Auto-Pay	855665881	UTILITIES	\$ 604.90
DUKE ENERGY	Auto-Pay	9100 8897 0713	UTILITIES	\$ 30.79
DUKE ENERGY	Auto-Pay	9100 8897 0888	UTILITIES	\$ 4,305.85
DUKE ENERGY	Auto-Pay	9100 8897 0987	UTILITIES	\$ 101.95
DUKE ENERGY	Auto-Pay	9100 8901 1074	UTILITIES	\$ 152.33
DUKE ENERGY	Auto-Pay	9100 8901 1587	UTILITIES	\$ 22.47
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	\$ 455.26

Subtotal Automatic Drafts

\$ 5,765.92

Report Total

\$ 130,467.05

CHECK DATE	VEND#	.....INVOICE..... DATE	EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
2/23/24	00001	2/01/24	322	202402	310-51300-34000					*	3,144.33		
			MANAGEMENT FEES FEB 24										
		2/01/24	322	202402	310-51300-35200					*	75.00		
			WEBSITE ADMIN FEB 24										
		2/01/24	322	202402	310-51300-35100					*	112.50		
			INFORMATION TECH FEB 24										
		2/01/24	322	202402	310-51300-51000					*	.87		
			OFFICE SUPPLIES FEB 24										
		2/01/24	322	202402	310-51300-42000					*	79.60		
			POSTAGE FEB 24										
		2/01/24	323	202402	320-53800-34000					*	4,748.00		
			FIELD MANAGEMENT FEB 24										
									GOVERNMENTAL MANAGEMENT SERVICES-			8,160.30	004174
2/23/24	00028	2/14/24	123364	202401	310-51300-31500					*	1,965.00		
			GENERAL COUNSEL JAN 24										
									LATHAM, LUNA, EDEN & BEAUDINE LLP			1,965.00	004175
2/26/24	00001	11/30/23	319	202311	320-53800-46000					*	1,141.91		
			REPAIR GATE/SIGN NOV 23										
		1/01/24	320	202401	310-51300-34000					*	3,144.33		
			MANAGEMENT FEES JAN 24										
		1/01/24	320	202401	310-51300-35200					*	75.00		
			WEBSITE ADMIN JAN 24										
		1/01/24	320	202401	310-51300-35100					*	112.50		
			INFORMATION TECH JAN 24										
		1/01/24	320	202401	310-51300-51000					*	.06		
			OFFICE SUPPLIES JAN 24										
		1/01/24	320	202401	310-51300-42000					*	23.30		
			POSTAGE JAN 24										
		1/01/24	321	202401	320-53800-34000					*	4,748.00		
			FIELD MANAGEMENT JAN 24										
		1/01/24	321	202401	320-53800-49000					*	25.93		
			REPAIR LOCKS CROSBY ISL										
									GOVERNMENTAL MANAGEMENT SERVICES-			9,271.03	004176
3/04/24	00050	2/29/24	OE 66253	202402	320-53800-47400					*	1,068.15		
			IRRIGATION REPAIRS										
		3/01/24	OE 66305	202403	320-53800-47300					*	17,325.00		
			LANDSCAPE MAINT MAR 24										
									YELLOWSTONE LANDSCAPE			18,393.15	004177
3/11/24	00098	3/07/24	FS030720	202403	310-51300-11000					*	200.00		
			BOS MEETING 3/7/24										
									FREDERICK W. SAWYERS			200.00	004178
									BONC BONNET CREEK ZYAN				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/11/24	00093	3/07/24	HK030720 202403 310-51300-11000 BOS MEETING 3/7/24	HERBERT VON KLUGE	*	200.00	200.00 004179
3/11/24	00110	3/07/24	BF030720 202403 310-51300-11000 BOS MEETING 3/7/24	REBECCA R FRASIER	*	200.00	200.00 004180
3/11/24	00111	3/07/24	RS030720 202403 310-51300-11000 BOS MEETING 3/7/24	RICHARD J SCINTA JR	*	200.00	200.00 004181
3/11/24	00052	2/29/24	94329 202402 320-53800-44100 POND MAINTENANCE FEB 24	AQUATIC WEED CONTROL, INC.	*	1,694.00	1,694.00 004182
3/11/24	00001	1/31/24	327 202401 320-53800-48000 GENERAL MAINT JAN 24	GOVERNMENTAL MANAGEMENT SERVICES-	*	1,300.00	6,746.44 004183
		1/31/24	327 202401 320-53800-46000 GENERAL MAINT JAN 24		*	5,446.44	
3/12/24	00050	3/11/24	OE 66930 202403 320-53800-49000 STREET SWEEPING	YELLOWSTONE LANDSCAPE	*	825.00	825.00 004184
3/20/24	00010	3/13/24	54576 202402 320-53800-44120 NUISANCE/EXOTIC SPEC-BCR		*	236.50	
		3/13/24	54576 202402 320-53800-44140 NUISANCE/EXOTIC SPEC-CIM	BREEDLOVE DENNIS & ASSOCIATES	*	530.40	766.90 004185
TOTAL FOR BANK A						48,621.82	
TOTAL FOR REGISTER						48,621.82	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/23/24	00067	2/14/24 123355	202401 600-53800-60700	REEDY CRK/RD IMPROVEMENTS	*	207.00	
LATHAM, LUNA, EDEN, BEAUDINE, LLP							207.00 000216
3/04/24	00075	2/09/24 PAYAPP#1	202402 600-53800-60700	PAY APP# 11-ENTRY SIGNAGE	*	75,872.31	
DON BELL SIGNS, LLC							75,872.31 000217
TOTAL FOR BANK B						76,079.31	
TOTAL FOR REGISTER						76,079.31	

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 322**Invoice Date:** 2/1/24**Due Date:** 2/1/24**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 - February 2024 310 513 34		3,144.33	3,144.33
Website Administration - February 2024 330		75.00	75.00
Information Technology - February 2024 351		112.50	112.50
Office Supplies 510		0.87	0.87
Postage 42		79.60	79.60

RECEIVED

FEB 14 2024

Total \$3,412.30**Payments/Credits** \$0.00**Balance Due** \$3,412.30

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 323**Invoice Date:** 2/1/24**Due Date:** 2/1/24**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 - February 2024 320 538 34		4,748.00	4,748.00

RECEIVED

FEB 14 2024

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



LATHAM, LUNA,
EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32801

February 14, 2024

Invoice #: 123364
Federal ID #:59-3366512

Bonnet Creek CDD
c/o GMS-CFL, LLC
219 E. Livingston Street
Orlando, FL 32801

1-28

310 73 315

Matter ID: 2131-001

General

For Professional Services Rendered:

1/5/2024	JAC	Telephone call from Nancy Vu of Park Hotels regarding final issues on insurance; work on edits to Maintenance and Indemnification Agreement and related email	0.60	\$207.00
1/8/2024	JEL	Review and revise compiled paving agreement	0.40	\$90.00
1/9/2024	JEL	Continue review and revise paving agreement and email to District Manager and District Engineer regarding same; review recording statute related to maintenance and indemnification agreement and revise same	2.20	\$495.00
1/9/2024	JAC	Work on exhibits to Hilton Maintenance Agreement from bridges; emails with District Engineer; confer regarding final edits to Chelonia paving contract; revised Hilton Maintenance Agreement to comply with 2024 recording requirements	1.10	\$379.50
1/10/2024	JAC	Sent updated maintenance agreement for bridges to Nancy Vu at Park Hotels; emails with District Engineer regarding Chelonia contract and suggest edits	0.30	\$103.50
1/10/2024	JEL	Review and revise paving agreement; review and revise letter to Ranger Construction regarding paving agreement	0.60	\$135.00
1/18/2024	JAC	Emails with Nancy Vu of Park Hotels regarding finalizing exhibits and execution of Bridge Maintenance Agreement; related emails from District Engineer	0.30	\$103.50
1/23/2024	JAC	Completed Hilton Maintenance Agreement; emails with District Manager regarding meeting	0.20	\$69.00
1/23/2024	JEL	Email to Board of Supervisors regarding new ethics training requirement; review revised maintenance and indemnification agreement with Park Hotels and email to GMS regarding same	0.70	\$157.50
1/31/2024	JEL	Reviewed agenda, minutes and task list for Board of Supervisors' meeting; prepare for meeting; confer JAC regarding Don Bell offer	1.00	\$225.00
Total Professional Services:			7.40	\$1,965.00

Total \$1,965.00

Previous Balance \$0.00

Payments & Credits

Date Type Notes

RECEIVED

FEB 17 2024

	<u>Amount</u>
Payments & Credits	\$0.00
Total Due	\$1,965.00

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Bill To:**Bonnet Creek Resort CDD
219 E. Livingston St.
Orlando, FL 32801**Invoice #:** 319**Invoice Date:** 11/30/23**Due Date:** 11/30/23**Case:****P.O. Number:** WA 12991-1
320 538 46

Description	Hours/Qty	Rate	Amount
-General Maintenance November 2023			
Bonnet Creek CDD - General Maintenance November 2023 - Moved back the bridge cap, paint the bollards(x3), buff regulatory sign, curb cleaning and straightening the construction sign., Cleaned acrylic panels of the entrance sign. Fixed interlinked padlocks on access gate chain.			
Labor	18	47.50	855.00
Mobilization	2	65.00	130.00
Equipment		105.00	105.00
Materials		51.91	51.91

RECEIVED

JAN 2 2024

Total \$1,141.91**Payments/Credits** \$0.00**Balance Due** \$1,141.91

GMS- Central Florida, LLC1701 E. Bedford Way
Orlando, FL 32833**Invoice****Invoice #:** 320**Invoice Date:** 1/1/24**Due Date:** 1/1/24**Case:****P.O. Number:****Bill To:**Barnet Creek Resort CDD
219 E. Livingston St.
Orlando, FL 32801

1-1

Description	Hours/Qty	Rate	Amount
Management Fees - January 2024 310 513 34		3,144.33	3,144.33
Website Administration - January 2024 352		75.00	75.00
Information Technology - January 2024 351		112.50	112.50
Office Supplies 51		0.06	0.06
Postage 42		23.30	23.30

RECEIVED

JAN 11 2024

Total \$3,355.19**Payments/Credits** \$0.00**Balance Due** \$3,355.19

SMS-Control Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 321**Invoice Date:** 1/1/24**Due Date:** 1/1/24**Case:****P.O. Number:****Bill To:**Crescent Creek Resort CDD
11 E. Livingston St.
Gainesville, FL 32601

1-1

Description		Hours/Qty	Rate	Amount
Field Management - January 2024			4,748.00	4,748.00
Harbor Freight - Locks for Crosby Island			25.93	25.93
320 538 34				

RECEIVED

JAN 11 2024

Total \$4,773.93**Payments/Credits** \$0.00**Balance Due** \$4,773.93



YELLOWSTONE
LANDSCAPE

INVOICE

1-50
320 538 474

INVOICE #	INVOICE DATE
OE 662539	2/29/2024
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

Address: Chelonia Pkwy
Orlando, FL 32821

Invoice Due Date: March 30, 2024

Invoice Amount: \$1,068.15

Description	Current Amount
Repairs per February Inspection	
Irrigation Repairs	\$1,068.15

Invoice Total **\$1,068.15**

Excellence
IN COMMERCIAL LANDSCAPING

RECEIVED

FEB 29 2024

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



YELLOWSTONE
LANDSCAPE

INVOICE

1-50
320 538 473

INVOICE #	INVOICE DATE
OE 663050	3/1/2024
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

Address: Chelonia Pkwy
Orlando, FL 32821

Invoice Due Date: March 31, 2024

Invoice Amount: \$17,325.00

Description	Current Amount
Monthly Maintenance March 2024	\$17,325.00

Invoice Total

\$17,325.00

Excellence

IN COMMERCIAL LANDSCAPING

RECEIVED

MAR 1 2024

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

Attendance Confirmation
for
BOARD OF SUPERVISORS

District Name: Bonnet Creek Resort CDD

Board Meeting Date: March 7, 2024

	<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)

98

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

Approved for Payment:


District Manager Signature

3/7/24
Date

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

RECEIVED

MAR 8 2024



Aquatic Weed Control, Inc.

P.O. Box 593258
Orlando, FL 32859

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

1-52
320 538 441

Invoice

Date	Invoice #
2/29/2024	94329

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	3/30/2024

Description	Amount
Monthly wetland maintenance for the month this invoice is dated - Wetlands, fenceline & 1 golf course pond @ Bonnet Creek Resort. Completed 02/27/24.	1,694.00
<div>RECEIVED</div> <div>MAR 8 2024</div>	

Thank you for your business.

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

GMS-Central Florida, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Bill To:**Bonnet Creek Resort CDD
219 E. Livingston St.
Orlando, FL 328011-1
1,300 - 320 538 48
5446.44 - 320 538 46**Invoice #:** 327**Invoice Date:** 1/31/24**Due Date:** 1/31/24**Case:****P.O. Number:** WA 1388

Description	Hours/Qty	Rate	Amount
-General Maintenance January 2024 Bonnet Creek CDD - General Maintenance January 2024 - Patch some hole with cold asphalt., Monument signs at the entrance were thoroughly cleaned on both sides. X5 potholes were patched along Chelonia Pkwy. Construction signage was removed near the main entrance along with some old electrical boxes. Trash was hauled off., Inspected pothole repairs and reviewed Chelonia Pkwy to confirm that no new potholes had appeared since previous visit. Obstructed mitered end section was cleared where sediment had accumulated., Pressure washed the Gazebo on Chelonia Pkwy to prepare it for painting., x3 potholes were patched on Chelonia Pkwy. Stakes were collected and disposed of near the main entrance. Roundabout was cleared of gravel and sediment., Repair to damaged areas of chain link fencing., Repair to damaged areas of chain link fencing., Painting of Gazebo and benches., " Finished painting the gazebo. Straightened a bent section of chain-link fence. Repaired damaged concrete corner of bridge wall and paint match of touch up paint.			
Labor	78	47.50	3,705.00
Mobilization	8	65.00	520.00
Equipment		740.00	740.00
Materials		1,781.44	1,781.44

RECEIVED**MAR 7 2024****Total** \$6,746.44**Payments/Credits** \$0.00**Balance Due** \$6,746.44

WA#:#1388



Governmental
Management Services

Maintenance Services

Bill To/District:
Bonnet Creek CDD
Proposal (Y/N) # if Applicable: N

Billing Date (Month/Year project
completed):

January 2024

Backup

Job name and Description

- General Maintenance January 2024
Bonnet Creek CDD - General Maintenance January 2024 - Patch some hole with cold asphalt., Monument signs at the entrance were thoroughly cleaned on both sides. X5 potholes were patched along Chelonia Pkwy. Construction signage was removed near the main entrance along with some old electrical boxes. Trash was hauled off., Inspected pothole repairs and reviewed Chelonia Pkwy to confirm that no new potholes had appeared since previous visit. Obstructed mitered end section was cleared where sediment had accumulated., Pressure washed the Gazebo on Chelonia Pkwy to prepare it for painting., x3 potholes were patched on Chelonia Pkwy. Stakes were collected and disposed of near the main entrance. Roundabout was cleared of gravel and sediment., Repair to damaged areas of chain link fencing., Repair to damaged areas of chain link fencing., Painting of Gazebo and benches., " Finished painting the gazebo. Straightened a bent section of chain-link fence. Repaired damaged concrete corner of bridge wall and paint match of touch up paint.

Qty	Description	Unit Price	Line Total
78	Labor	\$47.50	\$3,705.00
8	Mobilization	\$65.00	\$520.00
	Equipment		\$740.00
	Materials		\$1,781.44

Total Due: \$6,746.44



INVOICE

INVOICE #	INVOICE DATE
OE 669305	3/11/2024
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

Property Name: Bonnet Creek Resort CDD**Address:** Chelonia Pkwy
Orlando, FL 32821**Remit To:**

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: April 10, 2024**Invoice Amount:** \$825.00

Description	Current Amount
March street sweeping	
Misc Service	\$825.00

RECEIVED

MAR 12 2024

Invoice Total \$825.00

Excellence

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

1-10
320 538
BCR
44120 - 236.
44140 - 530.4
CIM

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 54576
Date 03/13/2024
Project 1995-180 BONNETT CREEK DRI

For Services Through February 23, 2024
Please include invoice number on remittance

LABOR

	Hours	Rate	Billed Amount
Environmental Specialist IV	3.90	53.00	206.70
Scientist II	3.00	74.00	222.00
Senior Scientist	3.80	89.00	338.20
Labor subtotal	10.70		766.90

Invoice total **766.90**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
54576	03/13/2024	766.90	766.90				
	Total	766.90	766.90	0.00	0.00	0.00	0.00

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

FEIN: 59-1694414

RECEIVED

MAR 15 2024

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

Bonnet Creek Resort CDD

Invoice number 54576

Invoice date 03/13/2024

Page 1

BDA
ENVIRONMENTAL CONSULTANTS

File: 95180
Period: Through February 23, 2024

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: 2023-2024 Bonnet Creek Resort Project Site Contract for Maintenance Review Services dated October 4, 2023; and 2023-2024 Crosby Island Marsh Mitigation Site Contract for Management and Maintenance Review Services dated October 4, 2023.

Technical:

Maintenance Review Services Contract for the Bonnet Creek Resort Project Site (Year 2023-2024)

Task – Maintenance Review Services

1. No activity this billing period.

Task Fee (Year 2023-2024):	\$5,000.00
Amount Previously Billed:	\$719.60
Amount Due This Invoice:	\$0.00

P:\ADMIN\PROJECTS\95180\PRGS\2024\022324.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 February 23, 2024
Page 2

Budget Remaining: \$4,280.40

Task – Project Team Meetings and Additional Requested Services

1. No activity this billing period.

Task Fee (Year 2023-2024):	T&M
Amount Previously Billed:	\$0.00
Amount Due This Invoice:	\$0.00

***Management and Maintenance Review Services Contract for the Crosby Island Marsh Mitigation Site
(Year 2023-2024)***

Task – Reviews of Nuisance/Exotic Species Maintenance

1. Ms. Penny E. Cople (Senior Scientist) reviewed the maintenance reports provided by Alan Smith Farming and Ranching.
2. Administrative Staff (Environmental Specialist IV) forwarded the property monitoring form to Alan Smith Farming and Ranching on January 9, 2024; and maintained administrative records throughout the billing period.

Task Fee (Year 2023-2024):	\$4,500.00
Amount Previously Billed:	\$791.90
Amount Due This Invoice:	\$236.50
Budget Balance:	\$3,471.60

Task – Project Team Meetings and Additional Requested Services

1. Ms. Cople (Senior Scientist) corresponded with Alan Smith Farming and Ranching on January 18, 2024, to check on the status of moving forward with a prescribed burn within the upland areas of the site; participated in a call with Mr. Marshall Smith on January 24, 2024 and February 14, 2024, to discuss the potential for alternative management options in lieu of prescribed burning; reviewed the approved management plan for the upland areas to assess the potential for mechanical management options within the upland areas; and provided an electronic mail update to Mr. Herb Von Kluge on February 16, 2024, regarding the federal court's decision to vacate the State of Florida's assumption of the federal 404 permitting program.

BDA
ENVIRONMENTAL CONSULTANTS

Bonnet Creek Resort Community Development District
Period: Through February 23, 2024
Page 3

2. Mr. Jake M. Lyons (Scientist II) conducted a review of the upland areas on February 2, 2024, to assess potential management needs and alternatives for prescribed fire management.
3. Mr. James M. Weber (Environmental Specialist IV) conducted a review of the upland areas on February 2, 2024, to assess potential management needs and alternatives for prescribed fire management.
4. Administrative Staff (Environmental Specialist IV) maintained administrative records throughout the billing period.

Task Fee (Year 2023-2024):	T&M
Amount Previously Billed:	\$0.00
Amount Due This Invoice:	\$530.40

Total Amount Due This Invoice: \$766.90
--

PEC/vcl/lfm

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BREEDLOVE, DENNIS & ASSOCIATES, INC.

☒ 330 W. Canton Ave. ~ Winter Park, FL 32789-3195
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Phone: 352-799-9488 ~ Fax: 352-799-9588



FEB 17 2024

**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.

Jeffrey J. Newton, PE 02/26/2024

Signature

Name

Date

DONALD W. MCINTOSH ASSOCIATES, INC.
2200 Park Avenue North, Winter Park, Florida 32789

\$75,872.31

RETAINAGE

RECEIVED

FEB 29 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 5 PAGES

TO OWNER: PROJECT: APPLICATION #: 11 Distribution to: 02/09/24
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: VIA ARCHITECT: CONTRACT DATE: 06/24/20
Don Bell Signs, LLC
365 Oak Place
Port Orange, FL 32127

Owner	<input type="checkbox"/>
Const. Mgr	<input type="checkbox"/>
Architect	<input type="checkbox"/>
Contractor	<input checked="" type="checkbox"/>

CONTRACT FOR: Signage

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-----	\$ 218,594.84
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 940,434.84
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 940,434.84

5. RETAINAGE:

- a. _____ of Completed Work
(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-----

6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$ 940,434.84
---	---------------

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----	\$ 864,562.53
8. CURRENT PAYMENT DUE-----	\$ 75,872.31

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$238,785.03	
Total approved this Month	-\$20,190.19	
TOTALS	\$218,594.84	
NET CHANGES by Change Order		\$218,594.84

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: [Signature] Date: 2/27/24

State of: Florida
County of: Volusia

Subscribed and sworn to before me this 27th day of February, 2024

Notary Public:

My Commission expires: August 24, 2024

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.

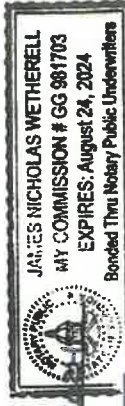
AMOUNT CERTIFIED ----- \$

(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.



SECTION 2

Bonnet Creek Resort
Community Development District

Unaudited Financial Reporting
February 29, 2024



Table of Contents

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

Bonnet Creek Resort
Community Development District
Combined Balance Sheet
February 29, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Operating - Wells Fargo	\$ 904,801	\$ -	\$ -	\$ 904,801
Operating - Truist	\$ 47,519	\$ -	\$ -	\$ 47,519
Operating - Capital Projects	\$ -	\$ -	\$ 87,562	\$ 87,562
Investment - SBA Fund	\$ 19,763	\$ -	\$ -	\$ 19,763
Investment - SBA Fund Reserve	\$ -	\$ -	\$ 830,746	\$ 830,746
<i>Series 2016</i>				
Revenue Fund	\$ -	\$ 94,692	\$ -	\$ 94,692
Reserve Fund	\$ -	\$ 1,038,531	\$ -	\$ 1,038,531
Prepayment Fund	\$ -	\$ 194	\$ -	\$ 194
Accounts Receivable	\$ 3,505	\$ -	\$ -	\$ 3,505
Total Assets	\$ 975,588	\$ 1,133,417	\$ 918,307	\$ 3,027,312
Liabilities:				
Accounts Payable	\$ 17,794	\$ -	\$ 76,515	\$ 94,309
Retainage Payable	\$ -	\$ -	\$ 85,748	\$ 85,748
Total Liabilities	\$ 17,794	\$ -	\$ 162,262	\$ 180,057
Fund Balances:				
Restricted for:				
Debt Service - Series 2016	\$ -	\$ 1,133,417	\$ -	\$ 1,133,417
Assigned for:				
Capital Projects	\$ -	\$ -	\$ 756,045	\$ 756,045
Unassigned	\$ 957,793	\$ -	\$ -	\$ 957,793
Total Fund Balances	\$ 957,793	\$ 1,133,417	\$ 756,045	\$ 2,847,256
Total Liabilities & Fund Balance	\$ 975,588	\$ 1,133,417	\$ 918,307	\$ 3,027,312

Bonnet Creek Resort
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Revenues				
Maintenance Assessments - Off Roll	\$ 1,551,000	\$ 1,085,700	\$ 1,085,700	\$ -
Interest Income	\$ 1,000	\$ 417	\$ 454	\$ 37
Reuse Water Fees - Wyndham	\$ 13,000	\$ 5,417	\$ 3,879	\$ (1,538)
Reuse Water Fees - Golf Course	\$ 27,000	\$ 11,250	\$ 6,779	\$ (4,471)
Reuse Water Fees - Signia by Hilton & Waldorf Astoria	\$ 5,000	\$ 2,083	\$ 1,510	\$ (573)
Reuse Water Fees - Marriott	\$ 4,500	\$ 1,875	\$ 1,288	\$ (587)
Total Revenues	\$ 1,601,500	\$ 1,106,742	\$ 1,099,609	\$ (7,133)

Expenditures:

General & Administrative:

Supervisor Fees	\$ 8,000	\$ 2,600	\$ 2,600	\$ -
Engineering Fees	\$ 20,000	\$ 8,333	\$ 17,844	\$ (9,511)
Trustee Fees	\$ 6,000	\$ 5,388	\$ 5,388	\$ -
Legal Services	\$ 20,000	\$ 8,333	\$ 10,316	\$ (1,983)
Assessment Roll Services	\$ 3,180	\$ 3,180	\$ 3,180	\$ -
Auditing Services	\$ 3,225	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ 450	\$ -
District Management Fees	\$ 37,732	\$ 15,722	\$ 15,722	\$ 0
Information Technology	\$ 1,350	\$ 563	\$ 563	\$ -
Website Maintenance	\$ 900	\$ 375	\$ 375	\$ -
Insurance - Professional Liability	\$ 8,562	\$ 8,562	\$ 7,938	\$ 624
Telephone	\$ 100	\$ 42	\$ -	\$ 42
Legal Advertising	\$ 2,100	\$ 875	\$ 351	\$ 524
Postage	\$ 1,900	\$ 792	\$ 252	\$ 540
Printing & Binding	\$ 1,200	\$ 500	\$ 40	\$ 460
Office Supplies	\$ 300	\$ 125	\$ 3	\$ 122
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Contingency	\$ 2,000	\$ 833	\$ 192	\$ 641
Total General & Administrative:	\$ 117,174	\$ 56,847	\$ 65,388	\$ (8,541)

Bonnet Creek Resort
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
<u>Operation and Maintenance</u>				
Field Management	\$ 56,976	\$ 23,740	\$ 23,740	\$ -
Utility Services				
Utility Services	\$ 14,000	\$ 5,833	\$ 5,996	\$ (163)
Street Lights - Usage	\$ 5,400	\$ 2,250	\$ 1,224	\$ 1,026
Street Lights - Lease & Maintenance Agreement	\$ 55,000	\$ 22,917	\$ 16,134	\$ 6,783
Water Service - Reuse Water	\$ 43,000	\$ 17,917	\$ 14,169	\$ 3,748
SFWMD Water Use Compliance Report	\$ 2,500	\$ -	\$ -	\$ -
Stormwater Control - Bonnet Creek Resort				
Oc/Dep Quarterly Well Monitoring Report	\$ 1,500	\$ 364	\$ 364	\$ -
Wetland & Upland Monitoring Services - (Bda)	\$ 5,000	\$ 2,083	\$ 956	\$ 1,127
Pond & Embankment Aquatic Treatment - (Awc)	\$ 15,858	\$ 6,607	\$ 5,082	\$ 1,525
Irrigation Pond Treatment - Solitude	\$ 2,892	\$ 1,205	\$ 1,191	\$ 14
Nuisance/Exotic Species Maintenance - (Awc)	\$ 5,500	\$ 2,292	\$ 13,641	\$ (11,350)
Stormwater Control - Crosby Island Marsh				
Nuisance/Exotic Species Maintenance - (Awc)	\$ 7,725	\$ 3,219	\$ 2,500	\$ 719
Nuisance/Exotic Species Maintenance - (Bda)	\$ 4,500	\$ 1,875	\$ 1,322	\$ 553
Embankment Mowing - (A. E. Smith)	\$ 6,000	\$ -	\$ -	\$ -
Other Physical Environment				
Property Insurance	\$ 19,902	\$ 19,902	\$ 19,127	\$ 775
Entry, Fence, Walls & Gates Maintenance	\$ 10,000	\$ 4,167	\$ 7,776	\$ (3,610)
Pump Station Maintenance	\$ 4,000	\$ 1,667	\$ -	\$ 1,667
Pump Station Repairs	\$ 5,000	\$ 2,083	\$ 2,623	\$ (540)
Landscape & Irrigation Maintenance	\$ 207,900	\$ 86,625	\$ 85,800	\$ 825
Irrigation Repairs	\$ 3,500	\$ 1,458	\$ 3,522	\$ (2,064)
Landscape Replacement	\$ 15,000	\$ 6,250	\$ 9,069	\$ (2,819)
Lift Station Maintenance	\$ 5,000	\$ 2,083	\$ 1,105	\$ 978
Road & Street Facilities				
Roadway Repair & Maintenance	\$ 7,500	\$ 3,125	\$ 3,214	\$ (89)
Highway Directional Signage - (R&M)	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Roadway Directory Signage - (R&M)	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Sidewalk/Curb Cleaning	\$ 6,000	\$ 2,500	\$ -	\$ 2,500
Contingency	\$ 16,000	\$ 6,667	\$ 14,507	\$ (7,840)
Total Operation and Maintenance	\$ 530,653	\$ 228,912	\$ 233,064	\$ (4,151)
Total Expenditures	\$ 647,827	\$ 285,759	\$ 298,452	\$ (12,692)
Excess Revenues (Expenditures)	\$ 953,672		\$ 801,158	
<u>Other Financing Uses</u>				
Transfer Out - Capital Projects	\$ 953,672	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ 953,672	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 801,158	
Fund Balance - Beginning	\$ -		\$ 156,636	
Fund Balance - Ending	\$ -		\$ 957,793	

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

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
<u>Revenues</u>				
Assessments - Direct Billed	\$ 2,110,462	\$ 410,237	\$ 410,237	\$ -
Interest Income	\$ -	\$ -	\$ 25,126	\$ 25,126
Total Revenues	\$ 2,110,462	\$ 410,237	\$ 435,363	\$ 25,126
<u>Expenditures:</u>				
Interest - 11/1	\$ 405,225	\$ 405,225	\$ 405,225	\$ -
Principal - 5/1	\$ 1,295,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 405,225	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,105,450	\$ 405,225	\$ 405,225	\$ -
Excess Revenues (Expenditures)	\$ 5,012		\$ 30,138	
Fund Balance - Beginning	\$ 61,468		\$ 1,103,279	
Fund Balance - Ending	\$ 66,479		\$ 1,133,417	

Bonnet Creek Resort
Community Development District
Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 29, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
<u>Revenues</u>				
Interest Income	\$ 50	\$ 21	\$ 19,085	\$ 19,064
Total Revenues	\$ 50	\$ 21	\$ 19,085	\$ 19,064
<u>Expenditures:</u>				
Entry Monument	\$ -	\$ -	\$ 172,695	\$ (172,695)
Chelonia Parkway Paving	\$ 1,500,000	\$ -	\$ -	\$ -
Crosby Island Berm Repair	\$ 150,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,650,000	\$ -	\$ 172,695	\$ (172,695)
Excess Revenues (Expenditures)	\$ (1,649,950)		\$ (153,610)	
<u>Other Financing Sources</u>				
Transfer In - Capital Projects	\$ 953,672	\$ -	\$ -	\$ -
Total Other Financing Sources	\$ 953,672	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (696,278)		\$ (153,610)	
Fund Balance - Beginning	\$ 696,278		\$ 909,655	
Fund Balance - Ending	\$ 0		\$ 756,045	

Bonnet Creek Resort
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Revenues</u>													
Maintenance Assessments - Off Roll	\$ 230,184	\$ 80,016	\$ -	\$ 575,460	\$ 200,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,085,700
Interest Income	\$ 92	\$ 90	\$ 93	\$ 93	\$ 87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 454
Reuse Water Fees - Wyndham	\$ 1,566	\$ 989	\$ 382	\$ 297	\$ 646	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,879
Reuse Water Fees - Golf Course	\$ 2,419	\$ 1,238	\$ 961	\$ 460	\$ 1,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,779
Reuse Water Fees - Hilton	\$ 394	\$ 366	\$ 249	\$ 359	\$ 142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,510
Reuse Water Fees - Marriott	\$ 245	\$ 306	\$ 343	\$ 197	\$ 197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,288
Total Revenues	\$ 234,900	\$ 83,005	\$ 2,027	\$ 576,866	\$ 202,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,099,609
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ 800	\$ 1,000	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600
Engineering Fees	\$ 8,770	\$ 1,410	\$ 1,517	\$ 2,339	\$ 3,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,844
Trustee Fees	\$ -	\$ 5,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,388
Legal Services	\$ 607	\$ 1,752	\$ 2,972	\$ 1,965	\$ 3,021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,316
Assessment Roll Services	\$ 3,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,180
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
District Management Fees	\$ 3,144	\$ 3,144	\$ 3,144	\$ 3,144	\$ 3,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,722
Information Technology	\$ 113	\$ 113	\$ 113	\$ 113	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 563
Website Maintenance	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375
Insurance - Professional Liability	\$ 7,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,938
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 351	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 351
Postage	\$ 31	\$ 63	\$ 56	\$ 23	\$ 80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252
Printing & Binding	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40
Office Supplies	\$ 0	\$ 1	\$ 1	\$ 0	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Contingency	\$ 38	\$ 38	\$ 38	\$ 38	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192
Total General & Administrative:	\$ 24,912	\$ 12,783	\$ 8,915	\$ 7,697	\$ 11,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,388

Bonnet Creek Resort
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Operation and Maintenance</u>													
Field Management	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ 4,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,740
Utility Services													
Utility Services	\$ 1,294	\$ 1,128	\$ 1,225	\$ 1,500	\$ 849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,996
Street Lights - Usage	\$ -	\$ 845	\$ -	\$ -	\$ 379	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,224
Street Lights - Lease & Maintenance Agreement	\$ -	\$ 7,856	\$ 4,351	\$ -	\$ 3,927	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,134
Water Service - Reuse Water	\$ 4,165	\$ 6,908	\$ -	\$ 3,096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,169
SFWMD Water Use Compliance Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Stormwater Control - Bonnet Creek Resort													
Oc/Dep Quarterly Well Monitoring Report	\$ -	\$ -	\$ 364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	364
Wetland & Upland Monitoring Services - (Bda)	\$ -	\$ -	\$ 720	\$ -	\$ 237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	956
Pond & Embankment Aquatic Treatment - (Awc)	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ 1,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,082
Irrigation Pond Treatment - Solitude	\$ 234	\$ 234	\$ 241	\$ 241	\$ 241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,191
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ 13,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,641
Stormwater Control - Crosby Island Marsh													
Nuisance/Exotic Species Maintenance - (Awc)	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Nuisance/Exotic Species Maintenance - (Bda)	\$ -	\$ -	\$ 792	\$ -	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,322
Embankment Mowing - (A. E. Smith)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other Physical Environment													
Property Insurance	\$ 19,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,127
Entry, Fence, Walls & Gates Maintenance	\$ -	\$ 1,142	\$ -	\$ 6,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,776
Pump Station Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pump Station Repairs	\$ -	\$ 1,252	\$ 1,371	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,623
Landscape & Irrigation Maintenance	\$ 16,500	\$ 17,325	\$ 17,325	\$ 17,325	\$ 17,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	85,800
Irrigation Repairs	\$ -	\$ 1,278	\$ 1,176	\$ -	\$ 1,068	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,522
Landscape Replacement	\$ 4,027	\$ 1,656	\$ 573	\$ 2,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,069
Lift Station Maintenance	\$ 790	\$ -	\$ 315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,105
Road & Street Facilities													
Roadway Repair & Maintenance	\$ -	\$ -	\$ 399	\$ 2,125	\$ 690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,214
Highway Directional Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Roadway Directory Signage - (R&M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Sidewalk/Curb Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ -	\$ -	\$ -	\$ 8,186	\$ 6,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,507
Total Operation and Maintenance	\$ 52,579	\$ 60,514	\$ 35,294	\$ 46,668	\$ 38,009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	233,064
Total Expenditures	\$ 77,491	\$ 73,297	\$ 44,209	\$ 54,365	\$ 49,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	298,452
Excess Revenues (Expenditures)	\$ 157,409	\$ 9,708	\$ (42,182)	\$ 522,501	\$ 153,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	801,158
<u>Other Financing Sources/(Uses)</u>													
Transfer Out - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ 157,409	\$ 9,708	\$ (42,182)	\$ 522,501	\$ 153,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	801,158

Bonnet Creek Resort
Community Development District
LONG TERM DEBT REPORT

SERIES 2016 SPECIAL ASSESSMENT BONDS		
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)
CURRENT BONDS OUTSTANDING		\$18,010,000

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
1/24/24	101960	2/1/24	\$454,942.61	\$454,942.61	\$0.00	\$454,942.61	\$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
			\$1,655,103.25	\$781,771.21	\$873,332.04	\$636,919.65	\$144,851.56

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
1/17/24	315005387	2/1/24	\$51,296.04	\$51,296.04	\$0.00	\$51,296.04	\$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
			\$321,071.14	\$114,282.97	\$206,788.17	\$71,814.45	\$42,468.52

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
1/9/23	12692679	2/1/24	\$69,221.13	\$69,221.13	\$0.00	\$69,221.13	\$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
			\$433,259.42	\$154,216.89	\$279,042.53	\$96,909.58	\$57,307.31

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
11/8/23	1008877	11/1/23	\$15,407.63	\$15,407.63	\$0.00	\$15,407.63	\$0.00
2/1/24	1009096	2/1/24	\$38,519.09	\$38,519.09	\$0.00	\$38,519.09	\$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
			\$241,109.55	\$85,819.33	\$155,290.22	\$53,926.72	\$31,892.61

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
11/8/23	1008877	11/1/23	\$64,608.46	\$64,608.46	\$0.00	\$64,608.46	\$0.00
2/1/24	1009100	2/1/24	\$161,521.14	\$161,521.14	\$0.00	\$161,521.14	\$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
			\$1,010,948.64	\$359,846.60	\$651,102.04	\$226,129.60	\$133,717.00
					TOTAL	\$1,085,700.00	\$410,237.00

SECTION D



Bonnet Creek Resort CDD

Field Management Report



April 4, 2024

Clayton Smith – Director of Field
GMS

Completed

Lift Station Monitoring System



- ✚ The Lift station monitoring system has been installed.
- ✚ Creating account and configuring alert system with vendor.

Entry Way Landscaping and Annuals

- ✚ Annuals installed and entry way landscaping detailed.



In Progress

Lift Station Pump Replacement



- ✚ Replacement pump was ordered with 3-4 week lead time. We should have it likely next week.
- ✚ The new pump will be installed, and the old pump removed.
- ✚ We have not had any issues running on one pump.
- ✚ Vendor is prepared to act if needed.
- ✚ We continue to monitor the station.

Underbrush Clearing



- ✚ Clearing of underbrush directly in front of Club Wyndham entrance and at golf course maintenance building entrance.
- ✚ This will be done to marginally enhance sight around the corner.

Site Items

Road Repaving Project



- ✚ Road Project is well underway.
- ✚ The hotel entrances are complete.
- ✚ Nearly the entire interior lane other than the 4 way intersection is complete.
- ✚ Bus lane is being used appropriately for staging now.
- ✚ Some rainout days
- ✚ Project overall is proceeding smoothly. Some pains are expected during the process.

Upcoming Projects

Post Road Repaving Projects

- ✚ Several projects planned for once road paving is complete. These will be lined up as close to completion for a major enhanced look.
 - Curb Pressure washing on Chelonia.
 - Mulch application.
 - A few plant enhancements.
 - Entry Sign cleaning
 - Summer annuals (shortly after)

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. Thank you.

Respectfully,
Clayton Smith