

DEERING PARK STEWARDSHIP DISTRICT

December 9, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

<https://deeringparkstewardship.com/>

December 2, 2025

Board of Supervisors
Deering Park Stewardship District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Regular Meeting on December 9, 2025 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 284 525 372 044 6, Passcode: iN9st9Rr (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Review: Grant Tracker
4. Consideration of Local Agency Grant Agreement between FDOT and the District [Widening of SR-442 Under I-95]
 - FDOT Resolution of Approval of the State Funded Grant Agreement (456981-1-54-01) for the SR 442 Road Widening Improvements Design and Construction
 - Local Program - Scope, Schedule, & Estimate (SSE) Form: Multi-Phase Legislative Appropriation Projects
5. Consideration of TLC Land Consulting, LLC Agreement for Consultant Services-Stewardship District Project & Bonds
6. Consideration of ETM Work Authorizations
 - A. #6 Turnbull Hammock Water Quality Project
 - B. #7 SR 442 Widening (4 Lane – Widening in Each Direction)
 - C. #8 SR 442/I-95 DDI Interchange (30% to 60% Design and Permitting)
7. Consideration of Resolution 2026-01, Designating a Date, Time and Location for Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date

8. Consideration of Disclosure of Public Financing
9. Consideration of Resolution 2026-02, Ratifying, Confirming, and Approving the Sale of the Deering Park Stewardship District Special Assessment Revenue Bonds, Series 2025 (DPSD JV1 #1 Project); Ratifying, Confirming, and Approving the Actions of the Chair, Vice Chair, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
10. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
 - A. October 1, 2024 - September 30, 2025 [Posted]
 - B. October 1, 2025 - September 30, 2026
11. Ratification Items
 - A. Addendum to Construction Contract [North Mass Grading Project]
 - B. Addendum to Construction Contract [Center Mass Grading Project]
12. Acceptance of Unaudited Financial Statements as of October 31, 2025
13. Approval of September 29, 2025 Public Hearing and Regular Meeting Minutes
14. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *England-Thims & Miller, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - Ethics Training by 12/31/2025
 - NEXT MEETING DATE: January 13, 2026 at 2:00 PM

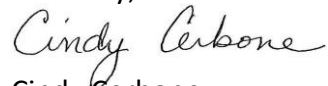
○ QUORUM CHECK

SEAT 1	ROBBIE LEE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	GLENN STORCH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JAMES BOYD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOEY POSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 284 525 372 044 6

PASSCODE: iN9st9Rr

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTc0NWI3OTAtNGIxZC00ZGJlLWEzY2ltZTNiMjk3ZjZiN2Y5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

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Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes	COMMENTS
I-95 Interchange/SR 442 Expansion and Resilience Project																
I-95 Interchange / SR 442 - Stormwater Improvements	FL Dept of Commerce Job Growth Grant Fund	4/9/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$3,580,816		\$3,670,000*	\$0			Improving drainage underneath interchange to mitigate major storm flooding		\$1,373,250.85 spent-to-date on developer, non grant related costs. The cost difference because between "Estimated Cost" and "Amount Requested" is due to a more recent cost estimate.
I-95 Interchange / SR 442 - Stormwater Improvements	FL Legislative Appropriations	11/19/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$2,360,000		\$ 3,670,000.00	\$0					\$1.32 million has been committed by the developer for matching funds.
I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass	FL Legislative Appropriations	2/14/2025	7/1/2025	Awaiting grant agreement	Approved		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$1,400,000	\$1,400,000	\$3,630,000	\$0			Expand SR 442 from 2 to 4 lanes under I-95.		\$2,000,812 spent-to-date Preliminary design/engineering / 30% design, design of interchange modification report. Developer has committed to matching funds for \$2.2 million
I-95 Interchange/ SR 442 - Future Diverging Diamond Interchange (DDI) Construction	TBD	TBD			TBD at a later date		TBD	TBD		~\$26,000,000	\$0			Future expansion of the interchange to accommodate the DDI design		
Wetland Park Projects																
Edgewater Wetland Park Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	9/5/2023	12/15/2023	4/30/2027	Awarded	Yes	Swallowtail, LLC	\$7,143,500	\$7,143,500	\$7,143,500	\$557,469	\$557,469	\$557,469	Divert treated effluent from City of Edgewater's WWTF from the Mosquito Lagoon	Phillips & Jordan is General Contractor	
Deering Park North Trail																
Deering Park Trail North Phase 1 Construction	FDOT-SUNTRAIL	12/20/2023			Awaiting Award			\$5,227,177		\$5,227,177	\$0					
Deering Park Trail North Phase 2 & 3 Design	FDOT-SUNTRAIL	12/20/2023	1/13/2025	5/1/2026	Awarded	Yes	Swallowtail, LLC	\$1,014,352	\$1,014,352	\$1,014,352	\$66,468.64	\$66,486.64	\$66,468.64			
Deering Park Trail North Phase 2 & 3 Construction	TBD	TBD			TBD at a later date	TBD	TBD	TBD		Unclear	\$0					
Misc. Projects																
Turnbull Hammock Nutrient Reduction Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	7/31/2024	3/26/2025	12/31/2028	Awarded	TBD	Swallowtail, LLC	\$1,520,000	\$1,520,000	\$1,520,000	\$0					Retroactively submit reimbursement payments from July 1, 2024.
TOTALS:								\$22,245,844	\$11,077,852							

Date Updated: 12/5/2025

AWARDED

AWAITING AWARD

FUTURE GRANT

Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes
I-95 Interchange/SR 442 Expansion (a)	FL Legislative Appropriations	11/6/2023			Denied*	Yes	Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$15,000,000		\$30,000,000					*Grant denied, will be submitting for new grant see next item
Wetland Park Capacity Expansion Project (Reuse Tank and Booster Pump)	Lagoon Water Quality Improvement	7/22/2022			Denied	TBD	TBD	\$9,700,000		\$9,700,000					
TOTALS:								\$15,000,000	\$0						

Date Updated:12/5/2025

DENIED

Detail Per Grant

Edgewater Wetland Park Project							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Requested Amount	State Funding Received	Payment Number	Budget Category
ETM	216807	11/4/2024	\$ 4,090.00	\$ 4,090.00			Bidding and Contractor Selection
					\$ 4,090.00	620560	
ETM	214174	6/3/2024	\$ 23,520.00	\$ 23,520.00			Bidding and Contractor Selection
					\$ 23,520.00	376114	
ETM	213171	4/5/2024	\$ 778.75	\$ 778.75			Bidding and Contractor Selection
ETM	213688	5/6/2024	\$ 2,805.75	\$ 2,805.75			Bidding and Contractor Selection
ETM	2144839	7/9/2024	\$ 11,041.50	\$ 11,041.50			Bidding and Contractor Selection
ETM	215223	8/5/2024	\$ 6,630.00	\$ 6,630.00			Bidding and Contractor Selection
ETM	217261	12/2/2024	\$ 290.00	\$ 290.00			Contractual Services
					\$ 21,256.00	439283	
Phillips & Jordan	4024026-1	2/28/2025	\$ 103,400.00	\$ 103,400.00			Contractual Services
Phillips & Jordan	4024026-2	3/21/2025	\$ 98,700.00	\$ 98,700.00			Contractual Services
					\$ 202,100.00	835911	
Phillips & Jordan	4024026-3	4/23/2025	\$ 51,700.00	\$ 51,700.00			Contractual Services
					\$ 51,700.00	5222	
ETM	217641	1/6/2025	\$ 290.00	\$ 290.00			Contractual Services
ETM	219196	4/8/2025	\$ 2,549.00	\$ 2,549.00			Contractual Services
ETM	219660	5/6/2025	\$ 305.00	\$ 305.00			Contractual Services
Phillips & Jordan	4024026-4	5/22/2025	\$ 130,000.00	\$ 130,000.00			Contractual Services
					\$ 133,434.00	149642	
ETM	221066	8/27/2025	\$ 1,919.36	\$ 1,919.36			Contractual Services
Phillips & Jordan	2024-001-5	7/1/2025	\$ 72,450.00	\$ 72,450.00			Contractual Services
Phillips & Jordan	2024-001-6	8/27/2025	\$ 47,000.00	\$ 47,000.00			Contractual Services
					\$ 121,369.36	334904	
TOTAL			\$ 557,469.36	\$ 557,469.36	\$ 557,469.36		
I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass							
TOTAL							
Deering Park Trail North Phase 2 & 3 Design							
ETM	220794	7/8/2025	\$ 10,652.74	\$ 10,652.74	\$ 10,652.74	286193	Professional Services
ETM	221220	8/29/2025	\$ 55,815.90	\$ 55,815.90	\$ 55,815.90	348354	Professional Services
TOTAL			\$ 66,468.64	\$ 66,468.64	\$ 66,468.64		
Turquoise Hammock Nutrient Reduction Project							
TOTAL							

Projections by Quarter	Preconstruction Activities	Bidding and Contractor Selection	Construction	Project Management	Total:	Projected Monthly Expense per Quarter
Q4 2024	\$ -	\$ 44,776.00	\$ -	\$ -	\$ 44,776.00	\$ 14,925.33
Q1 2025	\$ 203,314.00	\$ 4,090.00	\$ -	\$ -	\$ 207,404.00	\$ 69,134.67
Q2 2025	\$ 220,000.00	\$ -	\$ -	\$ -	\$ 220,000.00	\$ 73,333.33
Q3 2025	\$ 220,000.00	\$ -	\$ -	\$ -	\$ 220,000.00	\$ 73,333.33
Q4 2025	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 33,333.33
Q1 2026	\$ -	\$ -	\$ 1,525,000.00	\$ -	\$ 1,525,000.00	\$ 508,333.33
Q2 2026	\$ -	\$ -	\$ 2,135,000.00	\$ -	\$ 2,135,000.00	\$ 711,666.67
Q3 2026	\$ -	\$ -	\$ 2,135,000.00	\$ -	\$ 2,135,000.00	\$ 711,666.67
Q4 2026	\$ -	\$ -	\$ 305,000.00	\$ -	\$ 305,000.00	\$ 101,666.67
Q1 2027	\$ -	\$ -		\$ -	\$ -	\$ -
Q2 2027	\$ -	\$ -		\$ -	\$ -	\$ -
Q3 2027	\$ -	\$ -		\$ -	\$ -	\$ -
<hr/>						
Total:	\$ 743,314.00	\$ 48,866.00	\$ 6,100,000.00	\$ -	\$ 6,892,180.00	
Grant Funds Reserved:	\$ 750,000.00	\$ 50,000.00	\$ 6,243,500.00	\$ 100,000.00	\$ 7,143,500.00	
Net Balance:	\$ 6,686.00	\$ 1,134.00	\$ 143,500.00	\$ 100,000.00	\$ 251,320.00	

***PROJECTIONS SUBJECT TO CHANGE PERIODICALLY**

Projections by Quarter		Design	Total:	Projected Monthly Expenses per Quarter	
Q3 2025	\$	25,000.00	\$ 25,000.00	\$	8,333.33
Q4 2025	\$	160,643.86	\$ 160,643.86	\$	53,547.95
Q1 2026	\$	339,782.19	\$ 339,782.19	\$	113,260.73
Q2 2026	\$	290,814.83	\$ 290,814.83	\$	96,938.28
Q3 2026	\$	145,407.42	\$ 145,407.42	\$	48,469.14
Q4 2026	\$	52,703.71	\$ 52,703.71	\$	17,567.90
Total: \$		1,014,352.00	\$ 1,014,352.00		
Grant Funds Reserved: \$		1,014,352.00	\$ 1,014,352.00		
Net Balance: \$		0.00	\$ 0.00		

**DEERING PARK
STEWARDSHIP DISTRICT**

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**RESOLUTION OF APPROVAL OF THE STATE
FUNDED GRANT AGREEMENT (456981-1-54-01) FOR
THE SR 442 ROAD WIDENING IMPROVEMENTS
DESIGN AND CONSTRUCTION**

WHEREAS, the State of Florida Department of Transportation and Deering Park Stewardship District desire to facilitate SR 442 Road Widening Improvements Design and Construction at I-95 in Edgewater, FL;

WHEREAS, the State of Florida Department of Transportation has requested Deering Park Stewardship District to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project, Financial Project Number (FPN) 456981-1-54-01;

NOW, THEREFORE, BE IT RESOLVED by the Board Deering Park Stewardship District Commissioners that Chairman Glenn Storch is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement, and any Supplemental Agreements to the State Funded Grant Agreement, for the aforementioned project, Financial Project Number (FPN) 456981-1-54-01.

DONE AND RESOLVED this _____ day of _____, 2025.

BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP DISTRICT, FL

ATTEST:

(Chairperson)

(Local Agency Clerk)

(Date)

(Date)

[Affix Seal]

Local Program - Scope, Schedule, & Estimate (SSE) Form
Multi-Phase Legislative Appropriation Projects☐ LAP☐ JPA☒ SFGA

Full FPN: 456981-1-54-01

FY: 2026

FAN: N/A

Project Name: I-95 Interchange / SR-442 Expansion and Resilience Project

Local Agency: Deering Park Stewardship
DistrictAgency Contact: Andrew Kantarzhi
(Project Manager)

Position Title: District Manager

Address: 2300 Glades Road #410W
Boca Raton, FL 33431

Phone: 561-571-0010 ext. 139

Email: kantarzhi@whhassociates.com

PROJECT SCOPE / DESCRIPTION, TERMINI, PROJECT LENGTH:

I-95 Interchange / SR-442 Expansion and Resilience Project will widen SR-442 (Indian River Boulevard) under the I-95 overpass from two to four lanes to relieve congestion, improve safety, and sustain regional mobility in Edgewater, Volusia County. The project is with the Deering Park Stewardship District. This is a roadway capacity expansion project within FDOT right-of-way at the I-95 crossing (underpass and short approaches). Project limits, on the west side, begin at the gore between SB I-95 off ramp and WB SR-442 stretching east under the I-95 overpass and ending at the gore between NB I-95 off ramp and EB SR-442. The total length is approximately 1,050 ft or 0.2 miles.

Proposed Improvements (Final Design/Permitting):

- Final Design services will include survey, subsurface utility exploration (SUE), and geotechnical investigations; permitting, utility coordination, and transit coordination are anticipated. Right-of-way acquisition is not anticipated, as the Recipient will design within existing right-of-way/easements. By discipline:
 - Roadway - final plans to widen SR-442 from 2 to 4 lanes at the I-95 underpass, approach transitions, pavement design, median/shoulder details, undercut retaining walls, and MOT.
 - Drainage – proposed tie-ins to future stormwater improvements, added inlets/culverts, conveyance upgrades.
 - Signals/ITS - signalization upgrade to existing signal at SR 442 and southbound I-95 on/off-ramps.

Proposed Improvements (Construction):

- Construction will deliver the widened four-lane cross-section under I-95, reconstruct approaches, and complete pavement, median, shoulder, curb, sidewalk; upgrade drainage (inlets, pipes, ditch/infield regrading); implement signal improvements at SR 442 and southbound I-95 on/off-ramps; signing, pavement markings, lighting, and intelligent transportation elements as required; and execute maintenance-of-traffic and final restoration. Other construction elements include mobilization, erosion control, clearing and grubbing, embankment, and sodding. All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination, permitting, and transit coordination are anticipated. Right of way acquisition is not anticipated, as Deering Park Stewardship District shall construct the project within the limits of the existing FDOT ROW.

Ineligible Items:

- A Phase I SUNTrail will be designed and constructed along the south side of SR-442. The costs associated with the SUNTrail are to be considered as ineligible costs, as they are not a part of the appropriation's scope.

CEI Procurement Method:

<input type="checkbox"/> In-House	<input type="checkbox"/> Locally Funded	<input type="checkbox"/> Advertisement	<input checked="" type="checkbox"/> Local Agency CSC
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TOTAL PROJECT ESTIMATE:	\$3,634,346 (\$204,796 Ineligible)	<i>(Attach engineer's estimate)</i>
State Funding:	\$1,400,000	

Local Program - Scope, Schedule, & Estimate (SSE) Form
Multi-Phase Legislative Appropriation Projects

Local Funding:	\$2,234,346	Please include amounts below: <input type="checkbox"/> Funding Shortfall (\$ _____) <input checked="" type="checkbox"/> Ineligible Costs (\$ <u>204,796</u>) <input checked="" type="checkbox"/> Local Match (\$ <u>2,029,550</u>)
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ESTIMATED PROJECT SCHEDULE (MM/DD/YYYY):

Date & Time Agreement Needed	:	12/15/2025
Board Date	:	12/16/2025
NTP to Consultant Firm	:	12/19/2025
60% Plans Submittal	:	3/16/2026
90% Plans Submittal	:	5/11/2026
Final Plans Submittal	:	8/17/2026
Advertise for Construction Services	:	8/17/2026
Bid Opening Date	:	9/14/2026
Award Date	:	10/21/2026
Executed Contract Date	:	1/25/2027
NTP to Contractor	:	1/25/2027
Construction Duration	:	1/25/2027 – 8/27/2027
Substantial Completion Date	:	8/27/2027
Final Acceptance Date	:	9/27/2027

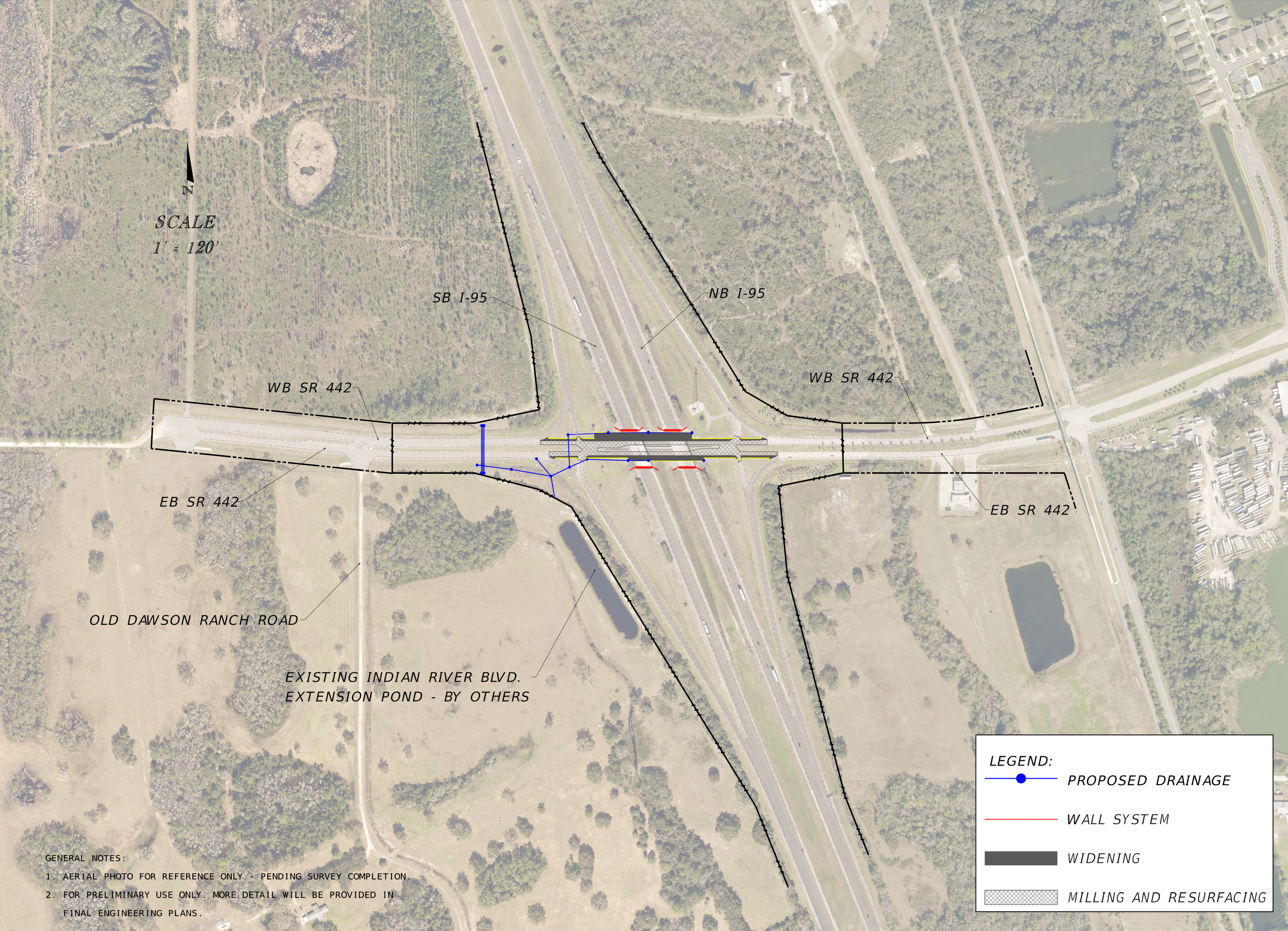
☐ Off System☐ Off System w/ On System Impacts☐ On NHS☒ On SHS**MAINTENANCE: On System and Off System w/ On System Impacts only**

Who is responsible for maintenance of any improvements on the Department's R/W after construction is complete?

☐ LOCAL AGENCY☒ FDOT☐ OTHER: Input Entity Name**Additional Exhibits (If Required):**☐ Landscape Maintenance (LAP Only)
Maintenance☐ Roadway Lighting Maintenance☒ Traffic Signal☐ Exhibit "I" – Federal Requirements (State-Funded Only)☒ Terms and Conditions of Construction in Department Right-of-WaySSE Form - PM Partner Review Completed By: Teresa CruzDate: 9/22/25PSEE Request - PM Partner Review Completed By: _____
(If applicable)

Date: _____

ENGINEERS COST ESTIMATE					
Project Description: 2 thru lanes (each direction) widening under the I-95 overpass					
Pay Item Number*	Pay Item Description*	Participating			
		Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost
ROADWAY					
0110 1 1	CLEARING & GRUBBING	0	AC	\$ 56,120.48	\$ -
0120 1	REGULAR EXCAVATION	1157	CY	\$ 45.76	\$ 52,944.32
0120 6	EMBANKMENT	500	CY	\$ 61.21	\$ 30,605.00
0160 4	TYPE B STABILIZATION	2969	SY	\$ 34.08	\$ 101,183.52
0285709	OPTIONAL BASE, BASE GROUP 09	2969	SY	\$ 67.56	\$ 200,585.64
0327 70 5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	4263.98	SY	\$ 3.61	\$ 15,392.97
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	326.6	TN	\$ 257.95	\$ 84,246.47
0337 7 82	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22	163.3	TN	\$ 164.34	\$ 26,836.72
0515 2211	PEDESTRIAN / BICYCLE RAILING, STEEL, 42" TYPE 1	701	LF	\$ 127.20	\$ 89,167.20
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	1723.3	LF	\$ 67.36	\$ 116,081.49
0521 72 43	SHOULDER CONCRETE BARRIER, CURB AND GUTTER BARRIER	0	LF	\$ 383.95	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	2572	SY	\$ 71.98	\$ 185,132.56
0570 1 3	PERFORMANCE TURF, SOD AND SOIL- SHOULDER TREATMENT INDEX 570-010	0	SY	\$ 5.58	\$ -
ROADWAY SUB-TOTAL				\$	902,175.89
DRAINAGE					
0425 1352	INLETS, CURB, TYPE P-5, >10'	5	EA	\$ 14,000.00	\$ 70,000.00
0425 1362	INLETS, CURB, TYPE P-6, >10'	3	EA	\$ 14,500.00	\$ 43,500.00
0425 1501	INLETS, DT BOT, TYPE A, <10'	2	EA	\$ 8,626.59	\$ 17,253.18
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	0	LF	\$ 278.38	\$ -
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	0	LF	\$ 756.94	\$ -
0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	644	LF	\$ 198.99	\$ 128,149.56
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	406	LF	\$ 225.27	\$ 91,459.62
0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	0	LF	\$ 816.00	\$ -
0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	459.21	LF	\$ 485.98	\$ 223,166.88
0430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	1	EA	\$ 5,621.12	\$ 5,621.12
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	0	TN	\$ 539.81	\$ -
DRAINAGE SUB-TOTAL				\$	579,150.36
OTHER PARTICIPATING ITEMS					
SIGNAL UPGRADES		1	LS	\$ 75,000.00	\$ 75,000.00
SUB-TOTAL				\$	1,556,326.24
CONTINGENCY					
		1	LS	0%	\$ -
CONSTRUCTION SUB-TOTAL				\$	1,556,326.24
CONSULTANT DESIGN FEE		1	LS		\$ 575,992.34
SUB-CONSULTANT DESIGN FEE		1	LS		
AMERICAN STRUCTUREPOINT		1	LS		\$ 1,281,843.00
ENVIRONMENTAL SERVICES (Phase C-2)		1	LS		\$ -
POST DESIGN SERVICES (Phase 62-02)		0	LS	0%	\$ -
CONTINGENCY					
Contingency is not a FHWA Participating Item					
FDOT IN-HOUSE CONSTRUCTION SUPPORT (Phase 61)		1	LS		-
FDOT IN-HOUSE DESIGN SUPPORT (Phase 31)		1	LS		-
				\$	3,414,161.58
PLEASE NOTE: DESIGN, ENVIRONMENTAL, CEI, AND POST DESIGN SERVICES ARE ESTIMATES ONLY. THESE COSTS MAY CHANGE AFTER FDOT REVIEW OF THE PROJECT AND OVER THE LIFE OF THE PROJECT BASED ON THE PROJECT'S COMPLEXITY. THE LOCAL AGENCY WILL BE RESPONSIBLE FOR ALL COSTS IN EXCESS OF THE FDOT FUNDING ALLOCATION. THIS IS ONLY A GUIDE.					Subtotal FHWA Participating
Prepared By:		PE Number:			
Name:		Signature:		Date:	
* All projects will utilize FDOT pay items numbers, descriptions and unit prices; FDOT design and construction specifications and standards. Statewide unit prices can be found at the following link: https://www.fdot.gov/programmanagement/estimates/reports/historical-item-average-cost-reports Examples of Non-participating items: <u>Benches, trail furniture, bicycle racks or lockers, buildings or enclosures, comfort stations or structures, kiosks, landscaping,</u> litter receptables, parking areas, trailheads, camping areas, playgrounds, fitness equipment, promotional materials, art, sculptures, monuments, water fountains, spigots, irrigation, contingency, etc. Other elements may be non-participating. See Department of Financial Services (DFS) Catalog of State Financial Assistance (CSFA) 55.038 and FDOT Work Program Instructions. If you have questions regarding an eligible or non-participating item, District representatives may be contacted for guidance. References: FDOT Design https://www.fdot.gov/roadway FDOT Program Management https://www.fdot.gov/programmanagement FDOT Estimates https://www.fdot.gov/programmanagement/estimates/estimates FDOT Work Program https://www.fdot.gov/workprogram/development/wp-instructions.shtm DFS CSFA 55.038 https://apps.fldfs.com/fsaa/searchCatalogResultsDetail.aspx?id=73958					



GENERAL NOTES:
1. AERIAL PHOTO FOR REFERENCE ONLY - PENDING SURVEY COMPLETION.
2. FOR PRELIMINARY USE ONLY. MORE DETAIL WILL BE PROVIDED IN FINAL ENGINEERING PLANS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
VISION • EXPERIENCE • RESULTS

England-Thims & Miller, Inc.
1411 Edgewater Dr., Suite 200
Orlando, FL 32804
TEL: (407) 536-5379
CA - 00002584 LC - 0000316
License No. 84141

GORAN DUVNJAK, P.E.

SR 442 / I-95 IMPROVEMENTS		
DATE	COUNTY	PROJECT NO.
NOVEMBER 2025	Volusia County	22-213-06

I-95 / SR-442
WIDENING IMPROVEMENTS
CURRENT APPROPRIATION

SHEET NO.

**DEERING PARK
STEWARDSHIP DISTRICT**

5

AGREEMENT FOR CONSULTANT SERVICES-STEWARDSHIP DISTRICT PROJECT & BONDS

This "Agreement" is by and between: Deering Park Stewardship District ("District") and TLC Land Consulting, LLC, a Florida limited liability company ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall at its cost obtain all permits, licenses, and other approvals necessary for providing the Services.
3. **COMPENSATION.** As compensation for the Services, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**, but subject to the terms set forth in **Exhibit A**.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as **Exhibit B**, and the District shall be listed as an additional insured under all such insurance. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
13. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
14. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
15. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.
16. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
17. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
19. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
20. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

By: _____
Its: _____

By: _____
Its: _____

Exhibit A: Services & Compensation
Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Services & Compensation

Contractor agrees to provide the following Services in connection with the District's "Series 2025 Project" (herein, "**Project**") and related Series 2025 Bond issuance:

- Consult and assist the District and project developer regarding bond sizing, lot counts, assessment levels, timing, project due diligence, engineer and assessment reports, and other items necessary for the issuance of the District's bonds pledged to fund a portion of the Project (together, "**Bond Services**");

Contractor shall be reasonably available to District, as and when requested by District from time to time (either telephonically, by video or in person) on reasonable advance notice or by email, on an as-needed basis during normal business hours, to: (i) assist District with development and implementation of Project strategies; (ii) participate in regularly scheduled meetings; and (iii) respond to requests from District for information or business advice. Contractor agrees to use his best efforts in performing the duties set forth hereunder. However, nothing contained in this Agreement shall be construed as a guarantee of results including the Project returns and obtaining the required permits.

Bond Services Compensation - For the Bond Services, the District agrees to pay the Contractor from the Bond proceeds and in the amount of Ten Thousand Dollars (\$10,000). In the event that the District does not in its sole discretion elect to issue a particular series of Bonds, then the District will owe nothing to Contractor under this Agreement for the Services related to that series of Bonds.

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

Further, as a point of clarification, the Services shall NOT include any work within the scope of "Professional services" as defined in Section 287.055, Florida Statutes, or similar law, and instead the Services are limited to the items above, as they relate to administration of the Project, and NOT Professional services.

Exhibit B: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2025

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	Academy Insurance Agency, Inc 5917 Manatee Ave. W., Suite 609 Bradenton, FL 34209	CONTACT NAME:	Bill Mahler	
		PHONE (A/C No. Ext):	(941)758-4600	FAX (A/C No.):
		E-MAIL ADDRESS:	w.mahler@academyins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	TLC Land Consulting, LLC 6901 Professional Pkwy E Suite 103 Sarasota, FL 34240	INSURER A:	The Hartford	
		INSURER B:	Hiscox/Lloyd's of London	
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00011949-250922151629

REVISION NUMBER: 2

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		21SBMAZ9FXL	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors and Omissions			ANE535306625	07/18/2025	07/18/2026	1,000,000

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

Land and acquisition consulting

CERTIFICATE HOLDER

CANCELLATION

Deering Park Stewardship District
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

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

(WRM)

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ACORD 25 (2016/03)

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**DEERING PARK
STEWARDSHIP DISTRICT**

6

**DEERING PARK
STEWARDSHIP DISTRICT**

6A

WORK AUTHORIZATION # 6

October 31, 2025

Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida

Subject: Work Authorization Number 6
Turnbull Hammock Water Quality Project – Preliminary Scoping

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineering Professional") is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District ("District"). We will provide these services pursuant to our current agreement dated June 1, 2023 ("Agreement") as follows:

I. Scope of Work

The District hereby engages the services of Engineering Professional to perform the work described in **Schedule A**, attached hereto.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Schedule A**.


This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of Deering Park
Stewardship District



Christopher Warshaw, P.E.
Principal Vice President
England-Thims & Miller, Inc.

Date: _____

SCHEDULE A – SCOPE OF SERVICES

A. Preliminary Investigation

ETM proposes to conduct preliminary investigation and analysis for the project stormwater treatment facility. This scope includes coordination with client and client's other consultants to investigate siting options, treatment options and understand any regulatory constraints. Detailed engineering or surveying is not included in this scope of work.

Fee **Hourly**
(Budget Estimate: \$10,000.00)
(Not-to-Exceed Without Owner's Authorization)

B. WSI Scope of Work

ETM proposes to sub-consult with WSI for the preliminary investigation scope of services. See attached scope of work by WSI for detailed breakdown of services included.

Fee **Hourly**
(Budget Estimate: \$25,000.00)
(Not-to-Exceed Without Owner's Authorization)

TASK SUMMARY

Description		Lump Sum Fee		
	Description	ETM Fees		WSI
		Hourly	Lump Sum	
A	Preliminary Investigation	\$10,000.00		
B	WSI Scope of Services			\$25,000.00
	SUBTOTAL	\$10,000.00		\$25,000.00
	TOTAL FEE SUMMARY	\$35,000.00		

EXPENSES

Costs such as printing, telephone, delivery service, mileage and travel shall be invoiced at direct cost plus 15%.

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- | | |
|--|---|
| <ul style="list-style-type: none"> • Design Services • Architectural Design • Survey Services (by others) • Utility Modeling (by others) • Trail/Boardwalk Design • Platting Services • Planning/Entitlement Services • Construction Staking • Full Time Construction Administration • Consumptive Use Permitting • Environmental Investigation • Fire Hydrant Testing • Irrigation Design • Geotechnical Investigations • Owner Requested Plan Revisions After Plan Approval | <ul style="list-style-type: none"> • Permitting Services • Landscape/Hardscape Design • Lift Station Design (by others) • Stormwater Pond Design and Modeling (by others) • Permit Application Fees • PUD, DRI, or Zoning Modifications • Retaining Wall Design • Structural Design • Traffic/Transportation Design Services • DEP Groundwater Discharge Permitting • Material Testing • Notice of Commencement • Drainage Modeling • Groundwater Modeling • FEMA Floodplain Modeling, Analysis, or Letter of Map Revision |
|--|---|

ENGLAND - THIMS & MILLER, INC.

HOURLY FEE SCHEDULE - 2025

CEO / Chairman / Founder	\$ 475.00 / Hr.
Executive Vice President	\$ 370.00 / Hr.
Principal - Vice President	\$ 305.00 / Hr.
Vice President	\$ 295.00 / Hr.
Senior Advisor	\$ 325.00 / Hr.
Senior Engineer / Senior Project Manager	\$ 255.00 / Hr.
Project Manager / Construction Project Manager	\$ 225.00 / Hr.
Director	\$ 210.00 / Hr.
Engineer	\$ 190.00 / Hr.
Assistant Project Manager	\$ 165.00 / Hr.
Senior Planner / Planning Manager	\$ 225.00 / Hr.
Senior Environmental Scientist	\$ 240.00 / Hr.
Planner	\$ 170.00 / Hr.
CEI Senior Project Engineer	\$ 320.00 / Hr.
Senior Construction Representative	\$ 205.00 / Hr.
Construction Representative	\$ 180.00 / Hr.
CEI Inspector	\$ 140.00 / Hr.
Senior Landscape Architect	\$ 215.00 / Hr.
Landscape Architect	\$ 190.00 / Hr.
GIS Director	\$ 205.00 / Hr.
GIS Solutions / Engineer / Manager	\$ 185.00 / Hr.
GIS Analyst	\$ 155.00 / Hr.
GIS Consultant	\$ 165.00 / Hr.
GIS Specialist	\$ 150.00 / Hr.
Senior Engineering Designer	\$ 170.00 / Hr.
Senior Landscape Designer	\$ 170.00 / Hr.
Engineering / Landscape Designer	\$ 155.00 / Hr.
Engineering Intern	\$ 150.00 / Hr.
CADD / GIS Technician	\$ 145.00 / Hr.
Project Coordinator / CSS	\$ 120.00 / Hr.
Administrative Support	\$ 110.00 / Hr.

* ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Revised December 27, 2024

SCOPE OF SERVICES

Turnbull Hammock Nutrient Reduction Project – Preconstruction Activities

PREPARED FOR: Chris Warshaw, PE – ETM
Ernie Cox – Family Lands Remembered
Patrick Iler – Family Lands Remembered

DATE: October 29, 2025

Purpose

The Deering Park Stewardship District (District) has been awarded a grant to construct an approximately 10-acre Stormwater Treatment Area (STA) in unincorporated Volusia County. Additional project work will include bidding and procurement, site identification, and construction management. The STA will capture stormwater runoff and filter it through a constructed wetland system before it enters the Turnbull Hammock Conservation Area, which flows into the Northern IRL.

ETM is assisting the District with the design of the project and has requested technical assistance from Wetland Solutions, Inc. (WSI). This proposed scope of services covers initial work related to site reconnaissance and selection, background water quality sampling to characterize inflow conditions, and preliminary engineering. Following site selection, this proposal may be amended to include additional tasks. WSI's proposed scope of services for the initial phase of work is described below.

Scope of Services

Task 1 – Preconstruction Activities

Task 1.1 – Kickoff Meeting and Site Screening

This task includes participation in an internal kickoff meeting and a kickoff meeting with the Florida Department of Environmental Protection (FDEP).

WSI will assist with GIS-based analyses and field visits to identify and screen potential sites for project implementation.

Task 1.2 – Water Quality Screening

WSI will mobilize a field team to collect water quality samples from up to six (6) potential water sources that could serve as inflows to the proposed project. Samples will be collected following FDEP Standard Operating Procedures for field sampling by qualified staff. Grab samples will be collected for the following field and analytical parameters:

- Water Temperature,
- Dissolved Oxygen,
- pH,
- Specific Conductance,
- Total Kjeldahl Nitrogen (TKN),
- Total Ammonia Nitrogen,
- Nitrate+Nitrite Nitrogen,
- Total Phosphorus, and
- Ortho Phosphorus.

Samples will be delivered to Advance Environmental Laboratories in Gainesville for chemical analysis. Following the receipt of sampling results, WSI will prepare a brief summary memorandum.

Task 1.3 – Preliminary Design

WSI will provide as-needed services during the initial phases of project development and preliminary design.

Assumptions

The task descriptions and proposed budget are based on the following assumptions:

- The District will facilitate site access for project location screening and water quality sampling events.

Budget Estimate

Exhibit 1 summarizes the estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (**Exhibit 2**) and will be invoiced monthly.

Exhibit 1. Estimated Labor Costs for Turnbull Hammock Nutrient Reduction Project – Preconstruction Activities

Task	Labor		Expenses	Total
	Hours	Total	Expenses Total	
Task 1 - Preconstruction Activities - Siting	34	\$ 4,600.00	\$ 300.00	\$ 4,900.00
Task 2 - Preconstruction Activities - WQ Investigation	28	\$ 4,500.00	\$ 1,300.00	\$ 5,800.00
Task 3 - Preconstruction Activities - Preliminary Design	100	\$ 14,200.00	\$ 100.00	\$ 14,300.00
Total	162	\$ 23,300.00	\$ 1,700.00	\$ 25,000.00

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Senior Engineer	165
Principal Scientist	150
Project Engineer	140
Engineer Intern	100
Environmental Scientist	90

Schedule

WSI anticipates completing the work within 3 months of receipt of notice-to-proceed.

Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from ETM. In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.**ETM**

By:

By:

Title:

Title:

Date:

Date:

**DEERING PARK
STEWARDSHIP DISTRICT**

6B

WORK AUTHORIZATION # 7

December 9, 2025

Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida

Subject: Work Authorization Number 7
SR 442 Widening (4 Lane – Widening in Each Direction)

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. (“Engineering Professional”) is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District (“District”). We will provide these services pursuant to our current agreement dated June 1, 2023 (“Agreement”) as follows:

I. Scope of Work

The District hereby engages the services of Engineering Professional to perform the work described in **Exhibit A**, attached hereto.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Exhibit B**.

III. Fee Proposal Summary

Task	Fee
3. Project Common and Project General Tasks	\$56,151
4. Roadway Analysis	\$106,945
5. Roadway Plans	\$44,861
6a. Drainage Analysis	\$24,291
6b. Drainage Plans	\$16,685
7. Utilities	\$35,782
8. Environmental Permits, and Env. Clearances	\$64,418
9. Structures	\$120,995
19. Signing & Pavement Marking Analysis	\$13,339
20. Signing & Pavement Marking Plans	\$5,382
21. Signalization Analysis	\$15,357
22. Signalization Plans	\$6,093
23. Lighting Analysis	\$20,002
24. Lighting Plans	\$6,093
35. Geotechnical	\$39,591
Total:	\$575,987.34

This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration. We look forward to helping you create a quality project.


APPROVED AND ACCEPTED

By: _____
Authorized Representative of Deering Park
Stewardship District

Date: _____

Sincerely,

**Matthew S
Maggiore**

 Digitally signed by Matthew
S Maggiore₊
Date: 2025.12.04 20:40:22
-05'00'

Matt Maggiore, P.E.
Executive Vice President
England-Thims & Miller, Inc.

December 9, 2025

EXHIBIT A



SCOPE OF SERVICES

FOR

Financial Project ID: 456981-1-54-01

FDOT District 5

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES ROADWAY DESIGN

This Exhibit forms an integral part of the agreement between the Deering Park Stewardship District hereinafter referred to as the DPSD or DISTRICT) and England-Thims & Miller, Inc. hereinafter referred to as the CONSULTANT) with oversight from FDOT hereinafter referred to as the DEPARTMENT) relative to the transportation facility described as follows:

Financial Project ID: 456981-1-54-01

Related Financial Project ID(s) : N/A

Federal Aid Project No.: N/A

Roadways: SR 442

Project Description: The SR 442 Widening project is with the Deering Park Stewardship District DISTRICT). This Widening portion begins on the west side of the intersection, beginning at the gore between SB I-95 off ramp and WB SR-442 stretching east under the I-95 overpass and ending at the gore between NB I-95 off ramp and EB SR-442. Design and construction will include replacement of the existing concrete slopes with a wall system to facilitate roadway widening, drainage, and pedestrian improvements. Non-participating items include design and construction of a segment of the SUNTrail network which will connect the existing trail on the east side of the interchange to the proposed trail on the west side of the interchange. The total length of the improvements is approximately 2,900 ft or 0.55 miles. Widening includes addition of one through lane (operational improvement) in each direction along with modification of the existing signal and the existing drainage system impacted by the proposed improvements.

This widening phase represents the initial step toward the construction of the ultimate Diverging Diamond Interchange DDI) design. The proposed outside lane widening is being developed with the final DDI configuration in mind, in order to minimize the need for removal or replacement of constructed elements in future phases.

Bridge No s):

N/A – I-95 NB and SB bridges will not be impacted during this phase of construction.

Railroad Crossing No.: N/A

Context Classification:

- **C2-Rural**

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, the DEPARTMENT and the DISTRICT in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

Known alternative contracting methods include:

- N/A

The general objective is for the CONSULTANT to prepare a set of Contract Documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements. These Contract Documents will be used by the contractor to build the project and test the project components. These Contract Documents will be used by the DEPARTMENT or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract Documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this Contract, and also indicate which items of work will be the responsibility of the CONSULTANT, DEPARTMENT and/or the DISTRICT.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DISTRICT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DEPARTMENT procedures. CONSULTANTS are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to DEPARTMENT standards and procedures, the duties and responsibilities assigned under the terms of this Agreement. The CONSULTANT shall minimize to the maximum extent possible the DISTRICT's need to apply its own resources to assignments authorized by the DISTRICT.

The DISTRICT will provide contract administration, management services, and the DEPARTMENT will provide technical reviews of all work associated with the development and preparation of Contract Documents, including Construction Documents. The DISTRICT's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The DISTRICT may provide job-specific information and/or functions as outlined in this contract.

2. PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments typical sections, alignments, etc. developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environment (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DEPARTMENT.

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: N/A—Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

Other Agency Presentations/Meetings: FDOT D5, City of Edgewater, Volusia County, SJRWMD, FDEP, as necessary.

Joint Project Agreements: N/A

Specification Package Preparation: CONSULTANT shall prepare a specification package in line with FDOT standards.

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type: Plan submissions will include a 60% Submittal (Phase II Plans Submittal), 90% Submittal (Phase III Plans Submittal), Final Submittal (Phase IV Plans Submittal) Roadway and Drainage plans.

Typical Section: Two Typical Sections will be developed, one for the widening along Indian River Blvd. under the I-95 NB and SB bridges and one for Phase I segment of the SUNTrail shared use path. (Non-participating)

Pavement Designs: Structural Course followed by a base group and stabilized subgrade

Number of Pavement Designs: 3 - One pavement design for widening, one pavement design for milling and resurfacing, and one for Phase I segment of the SUNTrail shared use path. (Non-participating)

Pavement Type Selection Report(s): N/A

Cross-Slope Correction: The CONSULTANT shall evaluate the existing cross slopes of SR 442 and identify any areas that do not meet current FDOT standards.

Access Management Classification: N/A

Transit Route Features: N/A

Major Intersections and Interchanges: SR 442 at I-95 (SR9)

Number of Major Intersections and Interchanges: 1

Roadway Alternative Analysis: N/A

Level of Temporary Traffic Control Plan (TTCP): The Consultant shall develop Level I Temporary Traffic Control (TTC) Plans

Temporary Lighting: N/A

Temporary Signals: N/A

Temporary Drainage: The CONSULTANT shall ensure proper drainage is maintained throughout the project limits in accordance with FDOT standards.

Design Variations/Exceptions:

- The CONSULTANT will avoid, to the extent possible, the need for Design Variations and Exceptions. If approval of Design Variations or Exceptions are required by FDOT for construction of the PROJECT, the effort shall be considered additional services. It is not currently anticipated that a Design Variation or Exception will be needed.

Sidewalk Profiles: 1 – One sidewalk profile will be required to design the for Phase I segment of the SUNTrail shared use path. (Non-participating)

2.2 Drainage (Activities 6a and 6b)

Drainage System Type:

The CONSULTANT shall develop a stormwater management system design to satisfy the regulations and criteria of the FDOT and permitting agencies.

The CONSULTANT will perform a drainage analysis including, but not be limited to, developing drainage maps, determination of potential outfall locations, evaluating existing stormwater runoff conditions including roadside ditches, side drains and cross drains, and develop a preliminary water management system that meets both water quality and floodplain compensation requirements.

The CONSULTANT will coordinate with the FEMA, SJRWMD, FDOT Maintenance and local agencies to obtain and evaluate hydraulic/hydrologic models of the existing control structures and to evaluate their consistency with regulated floodways.

Flood Plain Impact Analysis: N/A (Work under separate contract – Development Masterplan)

Conditional Letter of Map Revision (CLOMR): N/A

Bridge Hydraulics: N/A

2.3 Selective Clearing and Grubbing (Activity 6c)

Number of acres of Selective Clearing and Grubbing and/or Plant Preservation Area: N/A

2.4 Utilities Coordination (Activity 7)

The CONSULTANT is responsible for certifying that necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with DEPARTMENT personnel to coordinate transmittals to utility companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the FDOT District Utilities Administrator that they have the following knowledge, skills, and expertise:

- A minimum of 4 years of experience performing utility coordination in accordance with FDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, and procedures.
- A thorough knowledge of the FDOT plans production process and DEPARTMENT utility coordination process.
- A thorough knowledge of FDOT agreements, standards, policies, and procedures.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance to the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the DEPARTMENT Utilities Administrator that all Utility Work Schedules are correct and in accordance with the FDOT's standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

The CONSULTANT's utility coordination work shall be performed and directed by the Utility Coordination Manager that was identified and approved by FDOT's Project Manager. Any proposed change of the approved Utility Coordination Manager shall be subject to review and approval by FDOT's Project Manager prior to any change being made in this contract.

Expected Utilities:

- Water, electric transmission and electric distribution Utility owners to be verified during utility coordination process.)

2.5 Environmental Permits and Environmental Clearances Activity 8)

The CONSULTANT will coordinate permitting requirements and environmental clearances with the WMD, FDEP, FWC, and USFWS.

2.6 Structures (Activities 9 - 18): See Activity 9

2.7 Signing and Pavement Markings (Activities 19 & 20):

An existing sign inventory will be completed by the CONSULTANT. The sign inventory may include regulatory, warning, guide, motorist information and Intelligent Transportation System (ITS) signs. As part of the documentation effort, each of these signs may be photographed, inventoried, numbered, classified and located on aerial photography. Sign structure numbers will also be collected where available. The CONSULTANT will evaluate existing signing and signage requirements for the project. The CONSULTANT will prepare a conceptual signing masterplan for the preferred alternative. The conceptual signing masterplan is intended to identify conceptual locations and design for major sign structures or critical signing needs.

2.8 Signalization (Activities 21 & 22):

In coordination with the DEPARTMENT's Traffic Operations, the CONSULTANT shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The CONSULTANT will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the local stakeholders before proposing any new system in their jurisdiction and define their roles and responsibilities in the Concept of Operations (ConOps).

2.9 Lighting (Activities 23 & 24): *Optional Services*

The CONSULTANT shall coordinate with the DEPARTMENT Project Manager to confirm that existing interchange lighting is satisfactory for the proposed widening improvements. Interchange lighting system will be redesigned for the final condition as part of the FPID 453111-1 project under a separate scope and fee.

2.10 Landscape (Activities 25 & 26): N/A

2.11 Survey (Activity 27): N/A

Design Survey: Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

2.12 Photogrammetry (Activity 28): N/A

2.13 Mapping (Activity 29)

Control Survey Map: Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

2.14 Terrestrial Mobile LiDAR (Activity 30) : N/A

2.15 Architecture (Activity 31): N/A

2.16 Noise Barriers (Activity 32): N/A

2.17 Intelligent Transportation Systems (Activities 33 & 34 : N/A

2.18 Geotechnical

See activity 35 for detailed scope.

2.19 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DISTRICT and CONSULTANT scheduled activities required to meet the current DISTRICT Production Date. For the purpose of scheduling, the CONSULTANT shall allow for a [4] week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

Periodically, throughout the life of the contract, the project schedule and payout and fiscal progress curves shall be reviewed and, with the approval of the DISTRICT, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by the DISTRICT to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the DISTRICT. The DISTRICT will determine the specific number of copies required prior to each submittal.

2.21 Provisions for Work

The services performed by the CONSULTANT must comply with applicable DEPARTMENT's manuals, procedures, policies, and guidelines. Specifically, the CONSULTANT must comply with FDOT's Project Development and Environmental (PD&E) Manual, FDOT Design Manual FDM, Structures Manual, and Computer Aided Design and Drafting (CADD) Manual. The DEPARTMENT's manuals and guidelines incorporate, by requirement or reference, applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

All work shall be prepared with English units (unless otherwise specified) in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT.

3. PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to Phase II plans or completion of quantities, the FDOT's Long-Range Estimate (LRE) system will be used to produce a conceptual estimate, according to DEPARTMENT policy. Once the quantities have been developed (beginning at Phase II plans and no later than Phase III plans the CONSULTANT shall be responsible for inputting the category information, pay items, and quantities into AASHTOW and Project Preconstruction through the use of the FDOT's Designer Interface.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the FDOT Specifications Office for initial review at the time of the Phase III plans review submission to the DEPARTMENT'S Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. The FDOT Specifications Office will forward the Technical Special Provisions to the DEPARTMENT Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate DEPARTMENT Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

A Modified Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate DEPARTMENT and Central Specifications Offices to be included in the project's specifications package.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with DEPARTMENT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the DEPARTMENT's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the DISTRICT that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the DEPARTMENT.

It is the CONSULTANT'S responsibility to independently QC their plans and other deliverables. The CONSULTANT should regularly communicate with the DEPARTMENT's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the DEPARTMENT, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor/ Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: When directed by the DISTRICT, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on this project. This review will be performed by an independent Project Advisory Committee (PAC) by the CONSULTANT, comprised of independent executive-level oversight staff. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on DEPARTMENT construction projects (CEI, Contractor, etc.).

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet the FDM, Standard Plans and FDOT CADD Manual. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. Constructability/Bidability Reviews should be conducted prior to the Phase III and Phase IV submittals, using the Phase Review Checklist Guidance Document 1-1-A) from the Construction Project Administration Manual (CPAM) as a minimum guideline. The CONSULTANT shall submit this checklist, as well as the "marked-up" set of plans during this review, and review comments and comment responses from any previous Constructability/Bidability reviews. These items will be reviewed by DEPARTMENT Design and DEPARTMENT Construction.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

3.2 Joint Project Agreements: N/A

3.3 Specifications & Estimates

3.3.1 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package in accordance with the DEPARTMENT'S Procedure Topic No. 630-010-005 Specifications Package Preparation and the Specifications Handbook. The CONSULTANT shall provide the DEPARTMENT names of at least two team members who have successfully completed the Specifications Package Preparation Training and will be responsible for preparing the Specifications Package for the project. The Specifications Package shall be prepared using the DEPARTMENT's Specs on the Web application. The CONSULTANT shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The specifications package must be submitted for

review to the DEPARTMENT Specifications Office at least 30 days prior to the contract package to Tallahassee or DEPARTMENT due date, or sooner if required by the DEPARTMENT Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the DEPARTMENT's Project Manager. The CONSULTANT shall coordinate with the DEPARTMENT on the submittal requirements, but at a minimum shall consist of 1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package, and 3) a copy of the final project plans. Final submittal of the specifications package must occur at least 10 working days prior to the contract package to Tallahassee due date. This submittal shall be digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

3.3.2 Estimated Quantities Report Preparation: N/A

3.4 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans; includes uploading files to Electronic Document Management System (EDMS) or Project Suite Enterprise Edition (PSEE).

3.5 Value Engineering (Multi-Discipline Team) Review: N/A

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

3.8 Post-Design Services

Post-Design Services may include, but are not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Post-Design services will be negotiated as necessary as a contract amendment.

Post-Design Services are not intended for instances of CONSULTANT errors or omissions.

3.9 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the DEPARTMENT on acceptable electronic media, as determined by the DEPARTMENT.

3.10 Risk Assessment Workshop: N/A

3.11 Railroad, Transit and/or Airport Coordination: N/A

3.12 Aeronautical Evaluation: N/A

3.13 Landscape and Existing Vegetation Coordination

Coordinate to ensure preservation and protection of existing vegetation. Relocation of existing vegetation may be necessary in some cases. Space for proposed landscape should be preserved and conflicts with drainage, utilities, ITS, and signage should be minimized. Coordination with the DEPARTMENT Landscape Architect may be necessary as defined in 4.12.

3.14 Other Project General Tasks: N/A

4. ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall prepare a Typical Section Package.

4.2 Pavement Type Selection Report: N/A

4.3 Pavement Design Package:

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase II plans submittal date.

4.4 Cross-Slope Analysis:

The CONSULTANT shall coordinate with the DEPARTMENT to obtain existing cross slope data, determine roadway limits where cross slope is potentially out of tolerance and determine a resolution.

4.5 Safety Analysis: N/A

4.6 Design Analysis

Monitoring Existing Structures: The CONSULTANT shall perform field observations to visually identify existing structures within the project limits which may require settlement, vibration, or groundwater monitoring by the contractor during construction in accordance with FDM Chapter 117. The CONSULTANT shall identify the necessary pay items to be included in the bid documents to monitor existing structures.

Optional Services may be negotiated at a later date if needed : The CONSULTANT shall coordinate with and assist the geotechnical engineer and/or structural engineer to develop mitigation strategies when applicable .

Access Management: N/A

4.7 Operational Analysis: N/A

4.8 Design Reports

The CONSULTANT shall prepare all applicable report(s). Reports are to be delivered as a signed and sealed pdf file.

4.9 Design Variations and Exceptions

The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variation Memorandums, Formal Design Variations and/or Design Exceptions.

A Project Design Variation Memorandum (FDM Form 122-B) shall be prepared to document all non-controlling design elements for a project that do not meet DEPARTMENT criteria. Those elements requiring a more detailed analysis, as per FDM Section 122.2, shall be submitted as Formal Design Variations or Design Exceptions.

4.10 Master Design File Setup & Maintenance, Model Management Plan

The CONSULTANT shall setup the horizontal/vertical master design file and maintain the design file throughout the life of the design. The CONSULTANT shall create a model management plan when necessary.

4.11 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the DEPARTMENT.

3D Model Development: The CONSULTANT shall design elements in a 3D Model in accordance with the FDOT CADD Manual and FDM.

4.12 Temporary Traffic Control Plan (TTCP) Analysis and Master Design Files

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements JPAs .

The CONSULTANT shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the DEPARTMENT's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

Master TTCP Design Files: The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

TTCP 3D Modeling (Isolated Locations): N/A

4.13 Utility Data Collection and Analysis

The CONSULTANT shall collect, analyze, and coordinate utility data. This includes reviewing the Utility Work Schedule UWS) and developing and coordinating utility conflict information (if not included in section 7 Utilities).

4.14 Roadway Quantities for EQ Report: N/A

TTCP Quantities for EQ Report: N/A

4.15 Cost Estimate

4.16 Technical or Modified Special Provisions

4.17 Other Roadway Tasks

4.18 Quality Assurance/Quality Control

4.19 Supervision

4.20 Roadway Meetings

4.21 Field Reviews

4.22 Coordination

5. ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet & Signature Sheet

5.2 Typical Section Sheets

5.3 Cross Slope Correction Details

5.4 General Notes/Pay Item Notes

5.5 Project Layout/Model Management

5.6 Plan View (Plan Sheets)

5.7 Profile View Plan/Profile Sheets)

5.8 Special Profiles: N/A

5.9 Sidewalk Profiles

5.10 Interchange Layout Sheet

5.11 Details

5.12 Soil Survey Sheets

5.13 Cross Sections

5.14 Temporary Traffic Control Plan

5.15 Utility Adjustment Sheets

5.16 Project Control Sheets

5.17 Utility Verification Data SUE Data

5.18 Quality Assurance/Quality Control

5.19 Supervision

6a. DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6a.1 Base Clearance Analysis

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

6a.2 Hydroplaning Analysis

Perform a hydroplaning analysis to assist in the determination of the appropriate roadway geometry for all necessary locations both typical sections and critical cross sections) as needed. See the FDOT Hydroplaning Guidance and FDOT Design Manual (FDM) Chapters 210 and 211 for more information.

6a.3 Existing Permit Analysis

Data gathering including desktop analysis of local, state, and federal Drainage permits.

6a.4 Utility Conflict Matrix for drainage structures

Populating and coordination of the utility conflict matrix for all drainage structures.

6a.5 Noise Barrier Drainage Analyses: N/A

6a.6 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6a.7 Pond Siting Analysis and Report: N/A

6a.8 Analysis of Pipe Video Inspection Report: N/A

6a.9 Bridge Hydraulic Report: N/A

6a.10 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6a.11 Design of Ditches and Side Drains

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. Design of linear stormwater management facilities in separate task.)

6a.12 Design of Stormwater Management Facility

Offsite or Infield Pond: Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

Roadside Treatment Swales and Linear Ponds: N/A

6a.13 Design of Floodplain Compensation: N/A

6a.14 Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

6a.15 Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

6a.16 Design of Trench Drains: N/A

6a.17 French Drain Systems: N/A

6a.18 Design of Drainage Wells: N/A

6a.19 Stormwater Runoff Control Concept: N/A

6a.20 Other Drainage Tasks: N/A

6a.21 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

6a.22 Drainage Quantities for EQ Report

The CONSULTANT shall determine drainage pay items and quantities and the supporting documentation.

6a.23 Cost Estimate

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

6a.24 Technical or Modified Special Provisions 6a.25 Quality Assurance/Quality Control

6a.26 Supervision

6a.27 Drainage Meetings

Meetings with DEPARTMENT staff, regulatory agencies, local governments such as meetings with DEPARTMENT Drainage Engineer, the Water Management District, FDEP, etc.

6a.28 Field Reviews 6a.29 Coordination

6b. DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map (Including Interchanges)

6b.2 Bridge Hydraulics Recommendation Sheets: N/A

6b.3 Drainage Structures

6b.4 Lateral Ditches

6b.5 Retention/Detention/Floodplain Compensation Ponds: N/A

6b.6 Quality Assurance/Quality Control 6b.7 Supervision

6c SELECTIVE CLEARING AND GRUBBING: N/A

7. UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners UAO ensuring all conflicts that exist between utility facilities and the DEPARTMENT's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 Utility Kickoff Meeting

Before any contact with the UAO(s), the CONSULTANT shall meet with the DEPARTMENT Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities. The CONSULTANT shall be prepared to discuss the projects applied utility schedule logic and current UAO contact information.

7.2 Identify Existing Utility Agency Owner s)

The CONSULTANT shall identify Utility Agency Owners UAOs) in the corridor and within and adjacent to the project limits that may be impacted by the project. Identification shall include the updated UAO contact information. The CONSULTANT shall contact Sunshine 811, perform a field visit, and review prior FDOT utility permits, reports, existing plans, and surveys provided.

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and plans to each Utility Agency Owner (UAO), one set for the utility office, and one set to the DEPARTMENT Offices as required by the DEPARTMENT. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to FDOT for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give a 4-week notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit Phase II plans and the utility conflict information when applicable and in the format requested by the DEPARTMENT) to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the DEPARTMENT.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information when applicable and in the format requested by the DEPARTMENT) and plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

Not all projects will have all contacts as described above.

7.4 Exception Processing

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Preliminary Engineering Report, Project Scope and/or the Concept Report (if applicable) to each UAO to identify any condition that may require a Design Alternative. The CONSULTANT shall identify and communicate to the UAO any facilities in conflict with their location or project schedule. The CONSULTANT shall assist with the processing of design alternative involving Utilities with the UAO and the DEPARTMENT. Assist with processing per the UAM.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAOs having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the FDOT Legal Office, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) marked/RGB plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO s

The CONSULTANT shall review UAOs marked plans and data individually as they are received for content, accuracy, utility type, material, and size. Provide to the EOR for inclusion in the plans. Forward all requests for UAO reimbursement and supporting documentation to the DUO.

7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the DEPARTMENT, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate DEPARTMENT office. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO s . The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from FDOT Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DEPARTMENT office s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and DEPARTMENT Traffic Operations for review and comment if required by the DEPARTMENT. Coordinate with the DEPARTMENT for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s) . The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow-up. This includes follow- up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all identified conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 Additional Utility Services

The CONSULTANT shall provide additional utility services. Additional services will be determined when the services are required and requested. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

This includes coordination of utility design effort between the DEPARTMENT and the UAO(s). The CONSULTANT shall conduct additional coordination meetings, prepare and process the agreements, review tabulation of quantities, perform UWHC constructability and bidability review, review pay items, cost estimates and Technical Special Provisions TSP or Modified Special Provision (MSP) prepared by the UAO. This does not include the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified. Effort for the EOR is not included in this task, see Roadway Analysis Task Group 4.

7.15 Contract Plans to UAO(s)

If requested by the DEPARTMENT, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) via electronic delivery or another agreeable format.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate DEPARTMENT representative the following:

All utility negotiations Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved. OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities

The CONSULTANT shall provide other utility services. This includes all efforts for a utility task not covered by an existing defined task. Required work will be defined in the scope and negotiated on a case-by-case basis.

8. ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator, and other appropriate DEPARTMENT personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required as identified in Section 2.4.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but should not be limited to a review of the project's PD&E documents including the Environmental Document, Natural Resources Evaluation Report, and Cultural Resources Assessment Survey Report.

The CONSULTANT shall research any existing easements or other restrictions that may exist both within or adjacent to the proposed project boundary. Project research may include but should not be limited to review of available: DEPARTMENT Right of Way files and databases; federal, state, and local permit files and databases; and local government information including county and property appraiser data. The CONSULTANT shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

8.2 Field Work

8.2.1 Pond Site Alternatives: N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments: N/A

8.2.3 Species Surveys: N/A

8.3 Agency Verification of Wetland Data: N/A

8.4 Complete and Submit All Required Permit Applications

The CONSULTANT shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits and authorizations required to construct the project as identified in the Project Description and as described in 8.4.1, 8.4.2, and 8.15 Other Environmental Permits). The CONSULTANT shall prepare each application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The application packages must be approved by the DEPARTMENT prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the DEPARTMENT. The DISTRICT will be responsible for payment of all permit and public noticing fees, unless directed otherwise by the DEPARTMENT.

8.4.1 Complete and Submit all Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (e.g. ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP, and USACE. The application package may include but is not limited to attachments e.g. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by the DEPARTMENT Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained.

8.4.2 Complete and Submit all Required Species Permit Applications:

The CONSULTANT shall prepare, complete and submit required species permit applications to the appropriate agencies. This includes federal and state protected species permit application packages as required. The work includes completion of application package e.g. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letter with project description as well as completion of applicable forms. The CONSULTANT shall respond to agency RAIs, including necessary revisions to the application package. All responses and completed applications must be approved by the DEPARTMENT Permit Coordinator prior to submittal to the regulatory agency.

8.5 Coordinate and Review Dredge and Fill Sketches: N/A

8.6 Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application: N/A

8.7 Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application: N/A

8.8 Prepare Coastal Construction Control Line (CCCL) Permit Application: N/A

8.9 Prepare USACE Section 408 Application to Alter a Civil Works Project: N/A

8.10 Compensatory Mitigation Plan: N/A

8.11 Mitigation Coordination and Meetings

The CONSULTANT shall coordinate with DEPARTMENT personnel prior to approaching any environmental permitting or commenting agencies. Once a mitigation plan as defined in 33 CFR 332.4(c)/40 CFR 230.92.4(c)) has been reviewed and approved by the DEPARTMENT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies. The CONSULTANT will provide mitigation information needed to update the FDOT Environmental Impact Inventory.

8.12 Regulatory Agency Support

The CONSULTANT shall provide regulatory agency support which may include but is not limited to preparing: a Statement of Findings or Memorandum for the Record; Public Notice; Findings of Fact; and Biological Opinion.

8.13 Other Environmental Permits: N/A

8.14 Technical Support to the DEPARTMENT for Environmental Clearances and Re- evaluations use when CONSULTANT provides technical support only): N/A

8.15 Preparation of Environmental Clearances and Re-evaluations (use when CONSULTANT prepares all documents associated with a re-evaluation): N/A

8.16 Contamination Impact Analysis: N/A

8.17 Asbestos Survey: N/A

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

9. STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.21, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.21, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the DEPARTMENT's request, on 8 ½"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

10. STRUCTURES - BRIDGE DEVELOPMENT REPORT: N/A

11. STRUCTURES - TEMPORARY BRIDGE: N/A

12. STRUCTURES - SHORT SPAN CONCRETE BRIDGE: N/A

13. STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE: N/A

14. STRUCTURES - STRUCTURAL STEEL BRIDGE: N/A

15. STRUCTURES - SEGMENTAL CONCRETE BRIDGE: N/A

16. STRUCTURES - MOVABLE SPAN: N/A

17. STRUCTURES - RETAINING WALLS: N/A

18. STRUCTURES – MISCELLANEOUS: N/A

19. SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis: N/A

19.2 No Passing Zone Study: N/A

19.3 Signing and Pavement Marking Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations: N/A

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations: N/A

19.7 S&PM Quantities for EQ Report: N/A

19.8 Cost Estimate

19.9 Technical Special Provisions and Modified Special Provisions

19.10 Other Signing and Pavement Marking Analysis

19.11 Field Reviews

19.12 Technical Meetings

19.13 Quality Assurance/Quality Control

19.14 Independent Peer Review

19.15 Supervision

19.16 Coordination

20. SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

- 20.1 Key Sheet Signature Sheet**
- 20.2 General Notes/Pay Item Notes**
- 20.3 Project Layout**
- 20.4 Plan Sheet**
- 20.5 Special Details**
- 20.6 Service Point Details: N/A**
- 20.7 Guide Sign Data**
- 20.8 Cross Sections (Sign Installations)**
- 20.9 Quality Assurance/Quality Control**

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

- 20.10 Supervision**

21. SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums

- 21.1 Traffic Data Collection: N/A**
- 21.2 Traffic Data Analysis: N/A**
- 21.3 Signal Warrant Study: N/A**

21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File: N/A

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

21.10 Signalization Quantities for EQ Report

The CONSULTANT shall determine signalization pay items and quantities and the supporting documentation.

21.11 Cost Estimate

21.12 Technical Special Provisions and Modified Special Provisions

21.13 Other Signalization Analysis

21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared with Current DEPARTMENT Standards
- Interconnect Media
- Controller Timing Data

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other

services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

21.17 Independent Peer Review

21.18 Supervision

21.19 Coordination

22. SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

- 22.1 Key Sheet Signature Sheet**
- 22.2 General Notes/Pay Item Notes**
- 22.3 Signalization Plan Sheets**
- 22.4 Interconnect Plans: N/A**
- 22.5 Traffic Monitoring Site: N/A**
- 22.6 Guide Sign Data**
- 22.7 Special Details**
- 22.8 Service Point Details**
- 22.9 Mast Arm/Monotube Tabulation Sheet**
- 22.10 Strain Pole Schedule**
- 22.11 TTCP Signal: N/A**
- 22.12 Temporary Detection Sheet**
- 22.13 Quality Assurance/Quality Control**

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

22.14 Supervision

23. LIGHTING ANALYSIS: (*Optional Services*)

The CONSULTANT shall analyze SR 442/I-95 Interchange to evaluate modifications to interchange lighting.

The CONSULTANT shall coordinate with the DEPARTMENT Project Manager to confirm that existing interchange lighting is satisfactory for the proposed widening improvements. Interchange lighting system will be redesigned for the final condition as part of the FPID 453111-1 project under a separate scope and fee.

24. LIGHTING PLANS: *Optional Services*

The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25. LANDSCAPE ANALYSIS: N/A

26. LANDSCAPE PLANS: N/A

27. SURVEY: N/A Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

28. PHOTOGRAMMETRY: N/A Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

29. MAPPING: N/A Covered under FPID: 453111-1 SR 442/I-95 Interchange PD E and 30% Design)

30. TERRESTRIAL MOBILE LiDAR: N/A Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

31. ARCHITECTURE DEVELOPMENT: N/A

32. NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE: N/A

33. INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS: N/A

34. INTELLIGENT TRANSPORTATION SYSTEMS PLANS: N/A

35. GEOTECHNICAL

Scope and fee for Geotech is attached and represents the total cost for the entire design of the full diverging diamond interchange.

30% geotechnical scope and fee is covered under FPID: 453111-1 (SR 442/I-95 PD&E and 30% Design). Geotechnical scope for this project is to complete geotechnical scope required for 60% and Final Plans submittal.

36. PROJECT REQUIREMENTS

36.1 Liaison Office

The DEPARTMENT and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the DEPARTMENT Project Manager.

36.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT and/or DISTRICT.

36.3 Progress Reporting

The CONSULTANT shall meet with the DISTRICT as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the DISTRICT approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

36.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one 1) week of the receipt or mailing of said correspondence.

36.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by DEPARTMENT standards.

36.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

36.8 Optional Services

At the DISTRICT's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the DEPARTMENT (CADD Services Only) or other Services as required.

37. INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DISTRICT, in a format prescribed by the DISTRICT. The DISTRICT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DISTRICT.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DISTRICT.

EXHIBIT B

Name of Project: SR 442/I-95 DDI Interchange										Consultant Name: England, Thins & Miller																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
County: Volusia										Consultant No.: 22-213-06-100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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PAP No.: 54321										Estimator: Sergio Mesquita, P.E.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Senior Engineer	Engineer 1	Senior Designer	CADD Technician	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per Task																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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Survey Field Days by Subconsultant
4 - Person Crew:

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

August 12, 2025

**Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida**

**Subject: Work Authorization Number 6
SR 442 Widening (4 Lane – Widening in Each Direction)
Explanation of Geotechnical Scope Structure**

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. is pleased to submit Work Authorization #6 to provide professional services for the Deering Park Stewardship District (separate document to be included on the agenda for August 12, 2025 Board Meeting). Work Authorization #6 includes scope for Geotechnical services to be provided by Intertek/PSI. We would like to provide further information as to the scope of work and structure of their attached proposal.

Intertek/PSI has previously been engaged under the scope for FPID 453111-1 (PD&E and 30% Design for SR 442/I-95 Interchange Project) to provide services needed on the 30% submittal. In line with the proposed project schedule, Intertek/PSI has provided two proposals to be included in WA #6.

The first proposal, in the amount of \$14,582.00, will provide geotechnical services picking up from the 30% scope already completed under a separate contract and complete their efforts for the 60% design submittal associated with WA #6.

The second proposal, in the amount of \$25,009.00, will provide geotechnical services from 60% design submittal and cover all efforts required for Final Plans Submittal.

In summary, the scope and fee for Geotechnical services is broken down to provide services from 30% to 60% and from 60% to Final Plans. The total fee for Geotechnical services covered under WA#6 is \$39,591 (\$14,582.00 + \$25,009.00) as reflected in the overall scope and fee.

If you have any further questions, please feel free to contact me at (407) 361-2295 or DuvnjakG@etminc.com

Sincerely,
ETM, Inc.



Goran Duvnjak, PE, ENV SP
Senior Project Manager, Shareholder





Proposal Number: 0757-445959

February 27, 2025

Revised March 3, 2025

Professional Service Industries, Inc.

1748 33rd Street, Orlando, FL 32839

Phone: (407) 304-5560

Fax: (407) 304-5561

Mr. Goran Duvnjak, P.E.
Senior Project Manager
England-Thims & Miller, Inc.
1411 Edgewater Drive, #200
Orlando, Florida 32804

RE: Revised Fee Proposal for Geotechnical Design Services
S.R. 442/I-95 Interchange
Interchange Improvements – Roadways and Structures
Volusia County, Florida

Dear Mr. Duvnjak:

Pursuant to your request, **Professional Service Industries Inc. (PSI), an Intertek Company**, is pleased to submit the following revised proposal for the performance of a geotechnical subsurface exploration for the proposed S.R. 442/Interstate 95 Interchange Improvements. Presented herein is the requested scope of services, time schedule to complete the services and cost estimate for our work.

This proposal assumes that PSI will be allowed to perform the fieldwork during the day and normal business hours, with the exception of the pavement coring to be performed in the existing roadway at nighttime hours.

Project Information

The project involves the S.R. 442/I-95 Interchange improvement in Volusia County Florida. The proposed improvements will include the widening of the existing S.R. 442 roadway, two I-95 on-ramps and two I-95 off-ramps from one lane to two lanes. The improvements will also include the construction of a diverging diamond interchange system on S.R. 442. The existing I-95 bridges over SR 442 will remain as is without any modifications. However, the existing sloped bridge abutments will be modified to allow the widening and construction of proposed modifications to the interchange. We understand this will require permanent soldier pile walls to remove the embankment slopes for the proposed widening of S.R. 442 from one lane to two lanes in each direction. The approximate total length of the roadway ramps and mainline improvements is around 7,000 lineal feet (approximately 1.33 miles).

We understand the project submittals will be as follows:

- 1- Thirty (30) percent plans, or "Roadway Line and Grade".
- 2- Sixty (60) percent plans





After the 60 percent submittal, we understand the project plans will be included in a Design-Build package and advertised for full design and construction by District 5. It is PSI's understanding that the existing pond located within the southwest quadrant of the interchange will be expanded to meet the new roadway system stormwater storage requirements and will require a geotechnical exploration program. The pond expansion area is estimated to be 1.32 acres and the proposed new pond area is approximately 3.06 acres. In addition, the existing pavement on the project may be rehabilitated by way of milling and resurfacing. Therefore, pavement coring and condition survey will be required on the project.

The above-listed information/assumptions have been used for the purpose of preparing this proposal. If any of the noted information/assumptions is incorrect, we should be provided the opportunity to make any necessary revisions to our proposal.

Scope of Geotechnical Services

The purpose of this exploration program is to obtain information on the general subsurface soil and groundwater conditions along the project alignment. The conditions encountered will then be evaluated with respect to the available project characteristics. In order to develop geotechnical engineering recommendations for the widening within the project roadway and ramp limits and for the proposed wall structures associated with the interchange improvements, the following items will be evaluated by PSI.

A- Roadways & Pond:

1. Assess native soils in the roadway area for use as engineered fill during the construction of the project.
2. Identification of groundwater levels, including recommendations for estimated normal seasonal high groundwater levels along the roadway and existing pond expansion area.
3. Feasibility of utilizing conventional road construction techniques for the project.
4. Subgrade preparation, including stripping, grubbing and compaction.
5. General location and description of potentially deleterious materials encountered in the borings may interfere with construction progress or roadway performance, including existing fills and/or surficial organic soils in wetland areas, if any.
6. Recommendations for LBR design values and construction of the existing and the planned roadway pavements, anticipating a flexible asphalt surfaced section will be used for the project. Recommendations will include a discussion regarding roadway base clearance relative to the estimated normal seasonal high groundwater levels.
7. Pavement condition survey of the existing S.R. 442 mainline and ramps flexible asphalt pavement.
8. Recommendations for soil and groundwater parameters for use in stormwater system design.



The following services will be provided in order to achieve the preceding objectives:

1. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Volusia County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. Apply for the District 5 Right-of-Way (ROW) access permit to perform the field work and maintenance of traffic (MOT) for the required twenty (20) pavement cores on SR 442 and the associated I-95 ramps on the project.
3. Perform eighty-four (84) hand auger borings to depths of 5 to 7 feet below the existing grade along the roadway alignment in the proposed widening areas. In the auger borings, samples will be collected at each change in soils stratum.
4. Execute a program of pavement coring and subsurface exploration. PSI will core the existing asphalt and base materials at the twenty (20) locations provided by England-Thims & Miller, Inc. PSI will also measure the asphalt and base thickness and identify the type of the encountered pavement materials.

After the subgrade is exposed, only for the pavement cores within the limits of S.R. 442, we will perform twelve (12) shallow manual auger borings to a maximum depth of 5 feet below the existing pavement surface. The boring and coring locations will be established in the field using a hand-held GPS device and the project plans. After completion of each pavement core and boring, the boring will be backfilled and the core hole patched with cold mix asphalt.

PSI's subcontractor will set up the required MOT and prepare the required MOT plans for each typical pavement core location.

5. Perform five (5) power auger borings to depths of 20 feet below the existing grade for the proposed stormwater drainage pipes.
6. Perform three (3) power auger borings to depths of 20 feet below the existing grade in proposed stormwater pond expansion area provided by England-Thims & Miller, Inc.
7. PSI will perform six (6) LBR tests from 50 pound samples selected from outside the existing pavement in widening areas and provide a design LBR value for the project and the recommended correspondent resilient modulus design value.
8. Visually classify and stratify representative soil samples in the laboratory using the AASHTO Soil Classification System for roadway elements and the Unified Soil Classification System for structural elements. Conduct a laboratory testing program including Limerock Bearing Ratio (LBR) tests to confirm soil classification and engineering properties and provide LBR design value for the pavement design. Also, to identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.



9. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written engineering report prepared by a Professional Engineer licensed in the State of Florida.

B- Structures (Walls):

Geotechnical engineering recommendations for the following items will be formulated:

1. General location and description of potentially deleterious/organic materials encountered in the borings which may interfere with wall construction.
2. Identification of groundwater levels (seasonal fluctuations), including the estimated normal seasonal high groundwater table.
3. Provide geotechnical soil design parameters for the proposed permanent soldier pile walls.
4. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of PSI's geotechnical engineering recommendations. The results of the subsurface exploration, including the recommendations and data on which they are based, will be presented in a written wall report prepared under the supervision of a Professional Engineer licensed in the State of Florida. The wall submittal will be included in the 60 Percent submittal.

The following services will be provided in order to achieve the preceding objectives:

1. Perform six (6) Standard Penetration Test (SPT) borings to depths of 50 feet below the existing grade at the location of the soldier pile retaining wall alignments. In the wall borings, samples will be collected at 2-foot centers to a depth of 10 feet and at 5-foot centers thereafter to the boring termination depth per FDOT standards.
2. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System for structural elements. Conduct a laboratory testing program to confirm soil classification and engineering properties. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.

Schedule

We are in a position to start work on the assignment immediately upon receipt of authorization to proceed. The first task will be to coordinate obtaining utility clearance for the borings through Sunshine State One Call of Florida (Call 811) and to obtain an FDOT right-of-way permit. The utility clearance requires on the order of 4 business days to complete. The FDOT ROW permit may take on the order of 1 to 3 weeks. We anticipate 2 weeks for the completion of the fieldwork for structures, pond and roadways. Engineering and laboratory testing will be initiated thereafter, requiring a further 1 to 2 weeks to complete the following field activities. From notice to proceed through submittal of the preliminary (30%) report will require about 4 to 5 weeks. PSI's 60 Percent report submittal will be in accordance with the project 60 percent plan submittal schedule.



Service Fee

We propose that the fee for the performance of the above-outlined services be determined on a unit price basis in accordance with the attached Schedules of Services and Fees for the 30 and 60 percent submittals, and the total for the project, and the work be performed pursuant to PSI's General Conditions. Our Schedule of Services and Fees for each submittal and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the noted scope of work PSI's the 30 percent submittal fee for the project will be **\$54,506.00**, and the 60 percent submittal fee for the project will be **\$14,582.00**. The total fee for the project will be **\$69,088.00**.

Closure

We appreciate the opportunity to offer our services to your project and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Mustapha A. Abboud, M.S., P.E.
Sr. Geotechnical Engineer/Principal Consultant

Robert A. Trompke, P.E.
Chief Engineer/Florida Geotechnical Practice Leader

0757-445959 (S.R. 442 at I-95 Interchange Improvements) Revised

Attachments

- Schedules of Services and Fees
- PSI's General Conditions

AGREED TO THIS _____ DAY OF _____, _____

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

ESTIMATED FIELD, LABORATORY AND ENGINEERING FEES - 30 PERCENT SUBMITTAL
Soil Survey, Pavement Cores, Pond & Temporary Walls for Proposed Interchange Improvements
SR 442/I-95 Interchange Improvements
Volusia County, Florida

Item No.	Description	Unit	Estimated Units	Rate	Estimated Fee
FIELD SERVICES					
	Mobilization of Coring Equipment	MOB	2	\$500.00	\$1,000.00
	Mobilization and Transportation of Exploratory Equipment to the Site				
	Truck Mounted Drilling Equipment	MOB	1	\$600.00	\$600.00
	Pavement Coring				
	Including asphalt, base and subgrade sampling	Each	20	\$265.00	\$5,300.00
	Pavement Core Photos				
	Laboratory Pavement Core Photography	Each	20	\$30.00	\$600.00
	Shallow Manual Auger Boring				
	(12@5' at core locations + 84@ 5 to 7' in roadway widening areas)	Feet	492	\$11.00	\$5,412.00
	Power Auger Boring				
	(8@20' for Drainage Pipes and Pond Expansion)	Feet	160	\$12.00	\$1,920.00
	Standard Penetration Test (SPT) Borings - Walls				
	0 - 50 feet	Feet	0	\$15.50	\$0.00
	Grout Bore Holes - Land - Truck Mounted Rig				
	0 - 50 feet	Feet	0	\$8.50	\$0.00
	Pavement Survey, Visual Pavement Inspection	Hours	6	\$260.00	\$1,560.00
	Visual Roadway Inspection, Marking Core Locations (Senior Engin				
	Maintenance of Traffic	Day	2	\$3,500.00	\$7,000.00
	Off Duty Police Officer	Hours	20	\$100.00	\$2,000.00
	Utility Clearance/Boring Layout/FDOT ROW Permit				
	Project Engineer	Hour	12	\$110.00	\$1,320.00
	Soil Jars	Case	20	\$20.00	\$400.00
TOTAL FIELD SERVICES					\$27,112.00
	Geotechnical Laboratory Testing				
	Single Sieve Analysis	Test	16	\$60.00	\$960.00
	Full Sieve Analysis	Test	10	\$125.00	\$1,250.00
	Atterberg Limits	Test	6	\$100.00	\$600.00
	Moisture Content	Test	12	\$12.00	\$144.00
	Organic Content	Test	6	\$60.00	\$360.00
	LBR Testing	Test	6	\$450.00	\$2,700.00
	Falling-Head Permeability Test	Test	0	\$275.00	\$0.00
	Corrosion Series Testing	Test	6	\$300.00	\$1,800.00
TOTAL GEOTECHNICAL SOIL TESTING					\$7,814.00
	Engineering and Technical Services				
	Chief Engineer	Hour	4	\$255.00	\$1,020.00
	Senior Project Engineer	Hour	36	\$235.00	\$8,460.00
	Project Engineer	Hour	64	\$110.00	\$7,040.00
	Staff Engineer	Hour	12	\$100.00	\$1,200.00
	Secretary/Clerical	Hour	6	\$70.00	\$420.00
	CADD Technician	Hour	16	\$90.00	\$1,440.00
TOTAL ENGINEERING SERVICES					\$19,580.00
TOTAL ESTIMATED FEE					\$54,506.00

ESTIMATED FIELD, LABORATORY AND ENGINEERING FEES - 60 PERCENT SUBMITTAL
Soil Survey, Pavement Cores, Pond & Temporary Walls for Proposed Interchange Improvements
SR 442/I-95 Interchange Improvements
Volusia County, Florida

Item No.	Description	Unit	Estimated Units	Rate	Estimated Fee
FIELD SERVICES					
	Mobilization of Coring Equipment	MOB	0	\$500.00	\$0.00
	Mobilization and Transportation of Exploratory Equipment to the Site				
	Truck Mounted Drilling Equipment	MOB	1	\$600.00	\$600.00
	Pavement Coring		0		
	Including asphalt, base and subgrade sampling	Each	0	\$265.00	\$0.00
	Pavement Core Photos		0		
	Laboratory Pavement Core Photography	Each	0	\$30.00	\$0.00
	Shallow Manual Auger Boring		0		
	(12@5' at core locations + 84@ 5 to 7' in roadway widening areas)	Feet	0	\$11.00	\$0.00
	Power Auger Boring				
	(8@20' for Drainage Pipes and Pond Expansion)	Feet	0	\$12.00	\$0.00
	Standard Penetration Test (SPT) Borings - Walls				
	0 - 50 feet	Feet	300	\$15.50	\$4,650.00
	Grout Bore Holes - Land - Truck Mounted Rig		0		
	0 - 50 feet	Feet	300	\$8.50	\$2,550.00
	Pavement Survey, Visual Pavement Inspection	Hours	0	\$260.00	\$0.00
	Visual Roadway Inspection, Marking Core Locations (Senior Engin		0		
	Maintenance of Traffic	Day	0	\$3,500.00	\$0.00
	Off Duty Police Officer	Hours	0	\$100.00	\$0.00
	Utility Clearance/Boring Layout/FDOT ROW Permit				
	Project Engineer	Hour	4	\$110.00	\$440.00
	Soil Jars	Case	10	\$20.00	\$200.00
			TOTAL FIELD SERVICES		\$8,440.00
	Geotechnical Laboratory Testing				
	Single Sieve Analysis	Test	8	\$60.00	\$480.00
	Full Sieve Analysis	Test	0	\$125.00	\$0.00
	Atterberg Limits	Test	4	\$100.00	\$400.00
	Moisture Content	Test	6	\$12.00	\$72.00
	Organic Content	Test	2	\$60.00	\$120.00
	LBR Testing	Test	0	\$450.00	\$0.00
	Falling-Head Permeability Test	Test	0	\$275.00	\$0.00
	Corrosion Series Testing	Test	0	\$300.00	\$0.00
			TOTAL GEOTECHNICAL SOIL TESTING		\$1,072.00
	Engineering and Technical Services				
	Chief Engineer	Hour	2	\$255.00	\$510.00
	Senior Project Engineer	Hour	12	\$235.00	\$2,820.00
	Project Engineer	Hour	8	\$110.00	\$880.00
	Staff Engineer	Hour	0	\$100.00	\$0.00
	Secretary/Clerical	Hour	2	\$70.00	\$140.00
	CADD Technician	Hour	8	\$90.00	\$720.00
			TOTAL ENGINEERING SERVICES		\$5,070.00
			TOTAL ESTIMATED FEE		\$14,582.00

ESTIMATED FIELD, LABORATORY AND ENGINEERING FEES
Soil Survey, Pavement Cores, Pond & Temporary Walls for Proposed Interchange Improvements
SR 442/I-95 Interchange Improvements
Volusia County, Florida

Item No.	Description	Unit	Estimated Units	Rate	Estimated Fee
FIELD SERVICES					
	Mobilization of Coring Equipment	MOB	2	\$500.00	\$1,000.00
	Mobilization and Transportation of Exploratory Equipment to the Site				
	Truck Mounted Drilling Equipment	MOB	2	\$600.00	\$1,200.00
	Pavement Coring				
	Including asphalt, base and subgrade sampling	Each	20	\$265.00	\$5,300.00
	Pavement Core Photos				
	Laboratory Pavement Core Photography	Each	20	\$30.00	\$600.00
	Shallow Manual Auger Boring				
	(12@5' at core locations + 84@ 5 to 7' in roadway widening areas)	Feet	492	\$11.00	\$5,412.00
	Power Auger Boring				
	(8@20' for Drainage Pipes and Pond Expansion)	Feet	160	\$12.00	\$1,920.00
	Standard Penetration Test (SPT) Borings - Walls				
	0 - 50 feet	Feet	300	\$15.50	\$4,650.00
	Grout Bore Holes - Land - Truck Mounted Rig				
	0 - 50 feet	Feet	300	\$8.50	\$2,550.00
	Pavement Survey, Visual Pavement Inspection	Hours	6	\$260.00	\$1,560.00
	Visual Roadway Inspection, Marking Core Locations (Senior Engin				
	Maintenance of Traffic	Day	2	\$3,500.00	\$7,000.00
	Off Duty Police Officer	Hours	20	\$100.00	\$2,000.00
	Utility Clearance/Boring Layout/FDOT ROW Permit				
	Project Engineer	Hour	16	\$110.00	\$1,760.00
	Soil Jars	Case	30	\$20.00	\$600.00
			TOTAL FIELD SERVICES		\$35,552.00
	Geotechnical Laboratory Testing				
	Single Sieve Analysis	Test	24	\$60.00	\$1,440.00
	Full Sieve Analysis	Test	10	\$125.00	\$1,250.00
	Atterberg Limits	Test	10	\$100.00	\$1,000.00
	Moisture Content	Test	18	\$12.00	\$216.00
	Organic Content	Test	8	\$60.00	\$480.00
	LBR Testing	Test	6	\$450.00	\$2,700.00
	Falling-Head Permeability Test	Test	0	\$275.00	\$0.00
	Corrosion Series Testing	Test	6	\$300.00	\$1,800.00
			TOTAL GEOTECHNICAL SOIL TESTING		\$8,886.00
	Engineering and Technical Services				
	Chief Engineer	Hour	6	\$255.00	\$1,530.00
	Senior Project Engineer	Hour	48	\$235.00	\$11,280.00
	Project Engineer	Hour	72	\$110.00	\$7,920.00
	Staff Engineer	Hour	12	\$100.00	\$1,200.00
	Secretary/Clerical	Hour	8	\$70.00	\$560.00
	CADD Technician	Hour	24	\$90.00	\$2,160.00
			TOTAL ENGINEERING SERVICES		\$24,650.00
			TOTAL ESTIMATED FEE		\$69,088.00

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

Mr. Goran Duvnjak, P.E.
Senior Project Manager
England-Thims & Miller, Inc.
1411 Edgewater Drive, Suite 200
Orlando, Florida 32804

RE: Fee Proposal for Supplemental Geotechnical Services
S.R. 442/I-95 Interchange Improvements – Roadways and Structures
Ninety (90) Percent and One Hundred (100) Percent Submittals
Volusia County, Florida

Dear Mr. Duvnjak:

Pursuant to your request, **Professional Service Industries Inc. (PSI), an Intertek Company**, is pleased to submit the following fee proposal for the performance of a supplemental geotechnical services for the proposed S.R. 442/Interstate 95 Interchange Improvements. Presented herein is the requested scope of services, time schedule to complete the services and cost estimate for our work.

This proposal assumes that PSI will be allowed to perform the fieldwork during the day and normal business hours.

Project Information

The project involves the S.R. 442/I-95 Interchange improvement in Volusia County Florida. The proposed improvements will include the widening of the existing S.R. 442 roadway, two I-95 on-ramps and two I-95 off-ramps from one lane to two lanes. The improvements will also include the construction of a diverging diamond interchange system on S.R. 442. The existing I-95 bridges over SR 442 will remain as is without any modifications. However, the existing sloped bridge abutments will be modified to allow the widening and construction of proposed modifications to the interchange. We understand this will require permanent soldier pile walls to remove the embankment slopes for the proposed widening of S.R. 442 from one lane to two lanes in each direction. The approximate total length of the roadway ramps and mainline improvements is around 7,000 lineal feet (approximately 1.33 miles). It is PSI's understanding that the existing pond located within the southwest quadrant of the interchange will be expanded to meet the new roadway system stormwater storage requirements and will require a geotechnical exploration program. The pond expansion area is estimated to be 1.32 acres, and the proposed new pond area is approximately 3.06 acres. In addition, two (2) existing intersections will require a total of six (6) mast arm signal pole structures.

PSI previously submitted a fee proposal for the 30 and 60 Percent submittals and PSI is currently providing services for these two submittals. The project additional submittals covered in this fee proposal will be the ninety (90) percent and the one hundred (100) percent plan submittals.



The noted information/assumptions have been used for the purpose of preparing this proposal. If any of the noted information/assumptions is incorrect, we should be provided the opportunity to make any necessary revisions to our proposal.

Scope of Geotechnical Services

The purpose of this exploration program is to obtain additional information on the general subsurface soil and groundwater conditions along the project alignment. The conditions encountered will then be evaluated with respect to the available project characteristics. In order to develop geotechnical engineering recommendations for the widening within the project roadway and ramp limits and for the proposed mast arms signal poles and soldier pile wall structures associated with the interchange improvements, the following items will be evaluated by PSI for the proposed plan submittals.

A- Roadways:

1. Assess native soils in the roadway area for use as engineered fill during the construction of the project.
2. Identification of groundwater levels, including recommendations for estimated normal seasonal high groundwater levels along the roadway widening areas.
3. Perform thirty (30) additional hand auger borings to depths of 7 feet to delineate depths and limits of existing organic soils encountered in the 30 percent field hand augers. The borings locations will be established in the field using a hand-held GPS device and the project plans. After completion of each boring, the boring will be backfilled with the cuttings retrieved from the borings.
4. Provide recommendations for muck removal. PSI will also provide the Geodata files for all the boring profiles to be plotted on the roadway cross-sections. PSI will also assist the designer in hatching the cross-sections for subsoil excavations.
5. Visually classify and stratify representative soil samples in the laboratory using the AASHTO Soil Classification System for roadway elements and the Unified Soil Classification System for structural elements. Conduct a laboratory testing program to confirm soil classification and engineering properties also to identify soil conditions at the boring locations and to form an opinion of the site soil stratigraphy.
6. The results of the subsurface exploration, including recommendations, will be presented in a written engineering reports prepared by a Professional Engineer licensed in the State of Florida.

B- Structures (Mast Arms):

Geotechnical engineering recommendations for the following items will be formulated:

1. General location and description of potentially deleterious/organic materials encountered in the borings which may interfere with wall construction.



2. Identification of groundwater levels (seasonal fluctuations), including the estimated normal seasonal high groundwater table.
3. Provide geotechnical soil design parameters for the design of the proposed mast arm signal pole structure foundations.
4. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of PSI's geotechnical engineering recommendations. The results of the subsurface exploration, including the recommendations and data on which they are based, will be presented in a written wall report prepared under the supervision of a Professional Engineer licensed in the State of Florida. The wall submittal will be included in the 90 and 100 Percent submittals.

The following services will be provided in order to achieve the preceding objectives:

1. Perform six (6) Standard Penetration Test (SPT) borings to depths of 30 feet below the existing grades at the location of the mast arm signal poles. In the borings, samples will be collected at 2-foot centers to a depth of 10 feet and at 5-foot centers thereafter to the boring termination depth per FDOT standards. Provide Maintenance of Traffic (MOT) with an off-duty officer as needed for each mast arm boring location.
2. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System for structural elements. Conduct a laboratory testing program to confirm soil classification and engineering properties. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.

Schedule

We are in a position to start work on the assignment immediately upon receipt of authorization to proceed. The first task will be to coordinate obtaining utility clearance for the borings through Sunshine State One Call of Florida (Call 811). The utility clearance requires on the order of 4 business days to complete. We anticipate one (1) week for the completion of the additional fieldwork for mast arm structures, and roadways. Engineering and laboratory testing will be initiated thereafter, requiring a further 4 to 5 weeks to complete the following field activities. From notice to proceed through submitting the 90 percent report will require about 6 to 7 weeks. However, PSI's 90 and 100 Percent report submittals will be in accordance with the schedule of the project submittals.

Service Fee

We propose that the fee for the performance of the above-outlined services be determined on a unit price basis in accordance with the attached Schedule of Services and Fees for the 90 and 100 percent submittals and the work be performed pursuant to PSI's General Conditions. Our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the noted scope of work, PSI's 90 and 100 percent submittal fee for the project will be **\$25,009.00**.



Closure

We appreciate the opportunity to offer our services to your project and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Mustapha A. Abboud, M.S., P.E.
Sr. Geotechnical Engineer/Principal Consultant

Luis Calderon, E.I.
Staff Engineer

0757-451352 (S.R. 442 at I-95 Interchange Improvements – 90 & 100 Percent submittals)

Attachments

- Schedule of Services and Fees
- PSI's General Conditions

AGREED TO THIS _____ **DAY OF** _____, _____

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

ESTIMATED FIELD, LABORATORY AND ENGINEERING FEES - 90 & 100 PERCENT SUBMITTALS
Roadway Soil Survey, Pavement Cores, Pond,Temp. Walls, Mast Arms for Proposed Interch. Improvements
SR 442/I-95 Interchange Improvements
FPID Number : 453111-1
Volusia County, Florida

Item No.	Description	Unit	Estimated Units	Rate	Estimated Fee
FIELD SERVICES					
	Mobilization of Coring Equipment	MOB	0	\$500.00	\$0.00
	Mobilization and Transportation of Exploratory Equipment to the Site				
	Truck Mounted Drilling Equipment	MOB	2	\$600.00	\$1,200.00
	Shallow Manual Auger Boring		0		
	(30@7' in roadway widening areas for Muck Delineation)	Feet	210	\$11.00	\$2,310.00
	Standard Penetration Test (SPT) Borings - Walls				
	0 - 50 feet	Feet	180	\$15.50	\$2,790.00
	Grout Bore Holes - Land - Truck Mounted Rig		0		
	0 - 50 feet	Feet	180	\$8.50	\$1,530.00
	Maintenance of Traffic	Day	1	\$3,500.00	\$3,500.00
	Off Duty Police Officer	Hours	8	\$100.00	\$800.00
	Utility Clearance/Boring Layout/MOT				
	Project Engineer	Hour	12	\$110.00	\$1,320.00
	Soil Jars	Case	8	\$20.00	\$160.00
			TOTAL FIELD SERVICES		\$13,610.00
	Geotechnical Laboratory Testing				
	Single Sieve Analysis	Test	16	\$60.00	\$960.00
	Full Sieve Analysis	Test	4	\$125.00	\$500.00
	Atterberg Limits	Test	6	\$100.00	\$600.00
	Moisture Content	Test	12	\$12.00	\$144.00
	Organic Content	Test	8	\$60.00	\$480.00
	Corrosion Series Testing	Test	2	\$300.00	\$600.00
			TOTAL GEOTECHNICAL SOIL TESTING		\$3,284.00
	Engineering and Technical Services				
	Chief Engineer	Hour	1	\$255.00	\$255.00
	Senior Project Engineer	Hour	12	\$235.00	\$2,820.00
	Project Engineer	Hour	22	\$110.00	\$2,420.00
	Staff Engineer	Hour	14	\$100.00	\$1,400.00
	Secretary/Clerical	Hour	2	\$70.00	\$140.00
	CADD Technician	Hour	12	\$90.00	\$1,080.00
			TOTAL ENGINEERING SERVICES		\$8,115.00
			TOTAL ESTIMATED FEE		\$25,009.00



August 4, 2025

Goran Duvnjak
England-Tims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida, 32258

Re: SR 442 Undercut Wall Design

Dear Goran:

American Structurepoint, Inc., is excited to provide the following proposal for the SR 442 Undercut Wall Design.

PROJECT DELIVERABLES

I. Basic Services

- A. Design and Plans production for undercut retaining walls at the interchange of I-95 and SR 442 in Volusia County, Florida. The walls are to accommodate a diverging diamond interchange under the existing bridge structures.
- B. Anticipated wall type is an anchored soldier pile wall with timber lagging and a pre-cast or cast-in-place concrete fascia.
- C. Design Calculations will be prepared for the controlling conditions and applied to each of the individual walls.
- D. Plans production will be for 2 or 4 walls as agreed to and include a Key Sheet, General Notes, Wall Plan and Elevation, Wall Details, Existing Plans and Standard Plans.

CLIENT PROVIDED ITEMS AND ASSUMPTIONS

- A. Roadway, Drainage, Survey, Geotechnical and Utility Coordination services are provided by others.



American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

We will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the project into the construction documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Our duty to incorporate the design requirements of governmental authorities into the construction documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the construction documents, but we shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the construction documents or new and different design requirements that are adopted after completion of the construction documents.

Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, we have no control over the ability to influence the governmental review process and the time required to complete the process and we shall have no liability for loss, costs, or damages sustained or incurred by Owner as a result of delays or extended time required for governmental review process.

COMPENSATION

Compensation for services rendered will be as indicated below and invoiced monthly on a percent-complete basis.

Design and Plans Production(lump sum) \$120,995

Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented. However, we recognize that it may not always be possible to provide written changes, as the client may need to request immediate change or additional services, and the administrative delays could be detrimental and costly to the project. In such case, requests for additional services will be invoiced on a time and materials basis.

For permitting fees, we would appreciate receiving a check two days in advance of the submittal date, made payable to the regulatory agency. We will notify you seven days prior to submitting plans to a regulatory agency so that you may provide us with a check.

ADDITIONAL SERVICES

Additional services include but are not limited to: additional meetings, construction consultation, travel time, site visits and preparation of supplemental calculations and/or written reports beyond that included in Basic Services. If additional services are required, they will be invoiced at the hourly rates shown below plus reimbursable expenses.

Project Manager	\$340.00/hr
Senior Engineer	\$260.00/hr
Project Engineer.....	\$215.00/hr
Staff Engineer.....	\$160.00/hr
Technician	\$140.00/hr

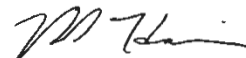
Goran, thank you again for your confidence in our abilities at American Structurepoint. We have an experienced and talented staff ready to assist you through all phases to help bring this project to fruition. The fees for services contained in this proposal are valid for 30 days from the date of this letter. If this proposal is acceptable, we will work with you to create a mutually agreeable contract.

If you have any questions, please feel free to contact us at (317) 547-5580.

Very truly yours,
American Structurepoint, Inc.



Alex T. Urchuk, Jr., PE
Technical Director



Nick O. Harrison, PE
Vice President

ATU/NOH: kns

Enclosures

ESTIMATED FEE WITH STAFF-HOURS

PROJECT: SR 442 under I-4 - Under Cut Walls - All 4 Quadrants

Prepared By: ATU
Date: 7/30/2025

CLIENT: ETM

WORK TASK		Rates		Project Manager \$340	Senior Engineer \$260	Project Engineer \$215	Staff Engineer \$160	Tech \$140	TOTALS
Design, Plans Production, Coordination & Management									
Design	Calcs	Site Visit		2			4		6
		Existing Conditions					4		4
		Horizontal Wall Geometry					8	16	24
		Vertical Wall Geometry					16	32	48
		Wall Design - 3 sections - applicable to all 4 walls					24	72	96
Plans Production	Plans	Cast In Place Wall Design					8	16	24
		Rebar, Quantities& Cost Estimate					18	18	36
		Key Sheet					1	3	2
		General Notes, Design Tables & Misc Details					4	12	8
		Wall Plan & Elevations					24	48	40
Coordination	QA PM	Details					24	24	72
		Existing Plans						4	4
		Standard Plans						2	2
		Survey, Utilities, Geotech, Roadway, Drainage		8	16	24			48
		QA Reviews & Comment Resolution		14	22	4	2		42
Management	QA PM	Meetings, Supervision & Management		32	18	10			60
		Staff-hours		56	56	173	249	74	608
		Design, Plans Production, Coordination & Management		\$19,040	\$14,560	\$37,195	\$39,840	\$10,360	\$120,995

ESTIMATED FEE WITH STAFF-HOURS

PROJECT: SR 442 under I-4 - Under Cut Walls - 2 Quadrants - Phase I

Prepared By: ATU
Date: 7/30/2025

CLIENT: ETM

WORK TASK		Rates				Project Manager \$340		Senior Engineer \$260		Project Engineer \$215		Staff Engineer \$160		Tech \$140		TOTALS	
Design, Plans Production, Coordination & Management																	
Design	Calcs	Site Visit		2					4						6		
		Existing Conditions							2						2		
		Horizontal Wall Geometry							4					8		12	
		Vertical Wall Geometry							8					16		24	
		Wall Design - 3 sections - applicable to all 4 walls							24					72		96	
Plans Production	Plans	Cast In Place Wall Design							8				16		24		
		Rebar, Quantities& Cost Estimate							9				9		18		
		Key Sheet							1				3		2		
		General Notes, Design Tables & Misc Details							4				12		8		
		Wall Plan & Elevations							12				24		20		
Coordination	QA PM	Details							24				24		24		
		Existing Plans											4		4		
		Standard Plans											2		2		
		Survey, Utilities, Geotech, Roadway, Drainage							6		10		16				
		QA Reviews & Comment Resolution							10		14		8		4		
Management		Meetings, Supervision & Management						20		10		10					
		Staff-hours							38		34		134		194		
			Design, Plans Production, Coordination & Management				\$12 920	\$8,840	\$28,810	\$31,040	\$7 560	\$89,170					

ESTIMATED FEE WITH STAFF-HOURS

PROJECT: SR 442 under I-4 - Under Cut Walls - 2 Quadrants - Phase II

Prepared By: ATU
Date: 7/30/2025

CLIENT: ETM

WORK TASK		Rates		Project Manager \$340		Senior Engineer \$260		Project Engineer \$215		Staff Engineer \$160		Tech \$140		TOTALS	
Design, Plans Production, Coordination & Management															
Design	Calcs	Site Visit		2										2	
		Existing Conditions						2						2	
		Horizontal Wall Geometry						4				8			12
		Vertical Wall Geometry							8			16			24
		Wall Design - 3 sections - applicable to all 4 walls							4			20			24
Plans Production	Plans	Cast In Place Wall Design						2			4			6	
		Rebar Quantities& Cost Estimate							2			4			6
		Key Sheet													
		General Notes, Design Tables & Misc Details							1			1			2
		Wall Plan & Elevations							2			4			6
Coordination	QA PM	Details						12			24		20	56	
		Existing Plans							2			4			6
		Standard Plans													
		Survey, Utilities, Geotech, Roadway, Drainage													
								4	6	10					20
Management		QA Reviews & Comment Resolution												26	
		Meetings, Supervision & Management						8	8	8	2			32	
		Staff-hours		30	22	65	87	20	224					\$24,615	
		Design, Plans Production, Coordination & Management		\$10,200	\$5,720	\$13,975	\$13,920	\$2,800	\$46,615					\$46,615	

**DEERING PARK
STEWARDSHIP DISTRICT**

6C

WORK AUTHORIZATION # 8

December 9, 2025

Deering Park Stewardship District
City of Edgewater, Brevard County and Volusia County, Florida

Subject: Work Authorization Number 8
SR 442 / I-95 DDI Interchange (30% to 60% Design and Permitting)

Dear Chairperson, Board of Supervisors:

England-Thims & Miller, Inc. ("Engineering Professional") is pleased to submit this work authorization to provide professional services for the Deering Park Stewardship District ("District"). We will provide these services pursuant to our current agreement dated June 1, 2023 ("Agreement") as follows:

I. Scope of Work

The District hereby engages the services of Engineering Professional to perform the work described in **Exhibit A**, attached hereto.

II. Fees

The District will compensate Engineering Professional in accordance with the terms of the Agreement and **Exhibit B**.

III. Fee Proposal Summary

Task	Fee
3. Project Common & Gen. Tasks	\$59,385
4. Roadway Analysis	\$138,306
5. Roadway Plans	\$28,738
6a. Drainage Analysis	\$404,689
6b. Drainage Plans	\$20,570
7. Utilities	\$12,964
8. Env. Permits/Clearances	\$32,073
19. SAPM Analysis	\$29,462
20. SAPM Plans	\$3,697
21. Signalization Analysis	\$20,190
22. Signalization Plans	\$5,569
23. Lighting Analysis	\$23,798
24. Lighting Plans	\$6,243
25. Landscape Analysis	\$102,558
26. Landscape Plans	\$7,529
27. Survey (Field & Office Support)	\$102,558
29. Mapping	\$35,210
35. Geotechnical	\$2,872
Total Project Design Fee:	\$1,036,409.85


This proposal, together with the Agreement, represents the entire understanding between the District and Engineering Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

**Matthew S
Maggiore**

 Digitally signed by Matthew S
Maggiore
Date: 2025.12.04 20:48:03 -05'00'

By: _____
Authorized Representative of Deering Park
Stewardship District

Matt Maggiore, P.E.
Executive Vice President
England-Thims & Miller, Inc.

Date: _____

December 9, 2025

EXHIBIT A



SCOPE OF SERVICES

FOR

Financial Project ID: 453111-1

FDOT District 5

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES ROADWAY DESIGN

This Exhibit forms an integral part of the agreement between the Deering Park Stewardship District hereinafter referred to as the DPSD or DISTRICT) and England-Thims & Miller, Inc. hereinafter referred to as the CONSULTANT) with oversight from FDOT hereinafter referred to as the DEPARTMENT) relative to the transportation facility described as follows:

Financial Project ID: 453111-1

Related Financial Project ID(s) : N/A

Federal Aid Project No.: N/A

Roadways: SR 442 & I-95 Interchange

SR 442 from MP 0.000 to MP 0.379 Volusia County and I-95 (SR 9) Ramps at SR 442 Interchange

Project Description: The SR 442 / I-95 DDI Interchange (30% to 60% Design and Permitting) project enhances transportation efficiency, safety, and resilience in Edgewater, FL, through multimodal access, flood mitigation, and congestion reduction. Elements of the project focus on: 1.) Trail connectivity from east to west across I-95 and into Deering Park, 2.) Expanding SR-442 from 2 to 4 lanes to cut congestion and support economic growth, 3.) Stormwater improvements ensuring environmental sustainability and resilience against extreme weather, 4.) Implementation of the final Diverging Diamond Interchange (DDI) configuration. The landowners, Deering Park LLC, adjacent to the project site, have already covered the cost to develop the Interchange Modification Report (IMR), Preliminary Design and Engineering (PD & E), and 30% Design for the Interchange Project. The scope of this project will include the efforts to advance the plans from 30% design to 60% design, including permitting efforts.

Bridge No(s):

N/A – I-95 NB and SB bridges will not be impacted during this phase of construction.

Railroad Crossing No.: N/A

Context Classification:

- **C2-Rural**

1. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, the DEPARTMENT and the DISTRICT in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

Known alternative contracting methods include: N/A

The general objective is for the CONSULTANT to prepare a set of Contract Documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with FDOT policy, procedures and requirements. These Contract Documents will be used by the contractor to build the project and test the project components. These Contract Documents will be used by the DISTRICT or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract Documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this Contract, and also indicate which items of work will be the responsibility of the CONSULTANT, DEPARTMENT and/or the DISTRICT.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DISTRICT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DISTRICT procedures. CONSULTANTS are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONSULTANT shall provide qualified technical and professional personnel to perform to DEPARTMENT standards and procedures, the duties and responsibilities assigned under the terms of this Agreement. The CONSULTANT shall minimize to the maximum extent possible the DISTRICT's need to apply its own resources to assignments authorized by the DISTRICT.

The DISTRICT will provide contract administration, management services, and the DEPARTMENT will provide technical reviews of all work associated with the development and preparation of Contract Documents, including Construction Documents. The DISTRICT's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The DISTRICT may provide job-specific information and/or functions as outlined in this contract.

2. PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments typical sections, alignments, etc. developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environment (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the DISTRICT.

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: N/A—Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design

Other Agency Presentations/Meetings: FDOT D5, City of Edgewater, Volusia County, SJRWMD, FDEP, and FEMA as necessary.

Joint Project Agreements: N/A

Specification Package Preparation: CONSULTANT shall prepare a specification package in line with FDOT standards.

Value Engineering: N/A

Risk Assessment Workshop: N/A

Plan Type: Plan submission will include a 60% Submittal (Phase II Plans Submittal).

Typical Section: Eight 8) Typical Section will be developed for the ultimate interchange configuration. Four 4 Typical Section will be developed for SR 442 Mainline. Additional Four 4) Typical sections will be developed for each on/off ramp.

Pavement Designs: Structural Course followed by a base group and stabilized subgrade.

Number of Pavement Designs: 2 - One pavement design for SR 442 and one pavement design for on/off ramps.

Cross-Slope Correction: The CONSULTANT shall evaluate the existing cross slopes of SR 442 and identify any areas that do not meet current FDOT standards.

Access Management Classification: N/A

Transit Route Features: N/A

Major Intersections and Interchanges: SR 442 at I-95 (SR9)

Number of Major Intersections and Interchanges: 1

Roadway Alternative Analysis: N/A

Level of Temporary Traffic Control Plan (TTCP): The Consultant shall develop Level II Temporary Traffic Control (TTC) Plans

Temporary Drainage: The CONSULTANT shall ensure proper drainage is maintained throughout the project limits in accordance with FDOT standards.

Design Variations/Exceptions:

- The CONSULTANT will avoid, to the extent possible, the need for Design Variations and Exceptions. If approval of Design Variations or Exceptions are required by FDOT for construction of the PROJECT, the effort shall be considered additional services. It is not currently anticipated that a Design Variation or Exception will be needed.

Sidewalk Profiles: N/A

Number of Sidewalk Profiles: N/A

2.2 Drainage (Activities 6a and 6b)

Drainage System Type:

The CONSULTANT shall develop a stormwater management system design to satisfy the regulations and criteria of the FDOT and permitting agencies.

The CONSULTANT will perform a drainage analysis including, but not be limited to, developing drainage maps, determination of potential outfall locations, evaluating existing stormwater runoff conditions including roadside ditches, side drains and cross drains, and develop a preliminary water management system that meets both water quality and floodplain compensation requirements.

The CONSULTANT will coordinate with the FEMA, SJRWMD, FDOT Maintenance and local agencies to obtain and evaluate hydraulic/hydrologic models of the existing control structures and to evaluate their consistency with regulated floodways.

Flood Plain Impact Analysis: N/A (Work under separate contract – Development Masterplan)

Conditional Letter of Map Revision (CLOMR): N/A

Bridge Hydraulics: N/A

2.3 Selective Clearing and Grubbing Activity 6c

Number of acres of Selective Clearing and Grubbing and/or Plant Preservation Area: N/A

2.4 Utilities Coordination Activity 7)

The CONSULTANT is responsible for certifying that necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with DISTRICT personnel to coordinate transmittals to utility companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the FDOT District Utilities Administrator that they have the following knowledge, skills, and expertise:

- A minimum of 4 years of experience performing utility coordination in accordance with FDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, and procedures.
- A thorough knowledge of the FDOT plans production process and District utility coordination process.
- A thorough knowledge of FDOT agreements, standards, policies, and procedures.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance to the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify to the DEPARTMENT Utilities Administrator that all Utility Work Schedules are correct and in accordance with the FDOT's standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

The CONSULTANT's utility coordination work shall be performed and directed by the Utility Coordination Manager that was identified and approved by FDOT's Project Manager. Any proposed change of the approved Utility Coordination Manager shall be subject to review and approval by FDOT's Project Manager prior to any change being made in this contract.

Expected Utilities:

- Water, electric transmission, electric distribution, and fiber optic Utility owners to be verified during utility coordination process.)

2.5 Environmental Permits and Environmental Clearances Activity 8

The CONSULTANT will coordinate permitting requirements and environmental clearances with the WMD, FDEP, FWC, and USFWS.

2.6 Structures Activities 9 - 18): See Activity 9

2.7 Signing and Pavement Markings Activities 19 & 20):

An existing sign inventory will be completed by the CONSULTANT. The sign inventory may include regulatory, warning, guide, motorist information and Intelligent Transportation System (ITS) signs. As part of the documentation effort, each of these signs may be photographed, inventoried, numbered, classified and located on aerial photography. Sign structure numbers will also be collected where available. The CONSULTANT will evaluate existing signing and signage requirements for the project. The CONSULTANT will prepare a signing and pavement marking masterplan for the ultimate interchange configuration.

2.8 Signalization Activities 21 & 22):

In coordination with the DEPARTMENT's Traffic Operations, the CONSULTANT shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The CONSULTANT will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization. The CONSULTANT shall coordinate with the local stakeholders before proposing any new system in their jurisdiction and define their roles and responsibilities in the Concept of Operations ConOps).

2.9 Lighting (Activities 23 & 24): *Optional Services*

The CONSULTANT shall redesign the interchange lighting system for the ultimate interchange configuration.

2.10 Landscape (See Activities 25 & 26

2.11 Survey (See Activity 27

2.12 Photogrammetry (Activity 28): N/A

2.13 Mapping (See Activity 29

2.14 Terrestrial Mobile LiDAR (Activity 30): N/A

2.15 Architecture (Activity 31): N/A

2.16 Noise Barriers (Activity 32): N/A

2.17 Intelligent Transportation Systems Activities 33 & 34): N/A

2.18 Geotechnical

See Exhibit B

2.19 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DEPARTMENT and CONSULTANT scheduled activities required to meet the current DISTRICT Production Date. For the purpose of scheduling, the CONSULTANT shall allow for a [4] week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in an FDOT system-compatible format.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by the DEPARTMENT to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by the DEPARTMENT and/or DISTRICT. The DEPARTMENT and/or DISTRICT will determine the specific number of copies required prior to each submittal.

The CONSULTANT shall submit all deliverables to the AGENCIES electronically in Portable Document Format (PDF). Design files shall be submitted at Phase II and beyond. For each submittal, the CONSULTANT shall include a Transmittal Memorandum that includes, at a minimum, the file name of each PDF file as well as the number of hardcopies (if any).

A Google Earth ready KMZ file will be developed and submitted for all plan or roll plot submittals to the AGENCIES. The file will have both existing and proposed information for each discipline.

Each CONSULTANT document submittal shall be accompanied by a completed Quality Control Checklist form indicating the document submittal items that have been checked and backchecked. At the request of the DEPARTMENT, the CONSULTANT shall provide evidence of said quality control review.

2.21 Provisions for Work

The services performed by the CONSULTANT must comply with applicable DEPARTMENT's manuals, procedures, policies, and guidelines. Specifically, the CONSULTANT must comply with FDOT's Project Development and Environmental (PD&E) Manual, FDOT Design Manual (FDM), Structures Manual, and Computer Aided Design and Drafting (CADD) Manual. The DEPARTMENT's manuals and guidelines incorporate, by requirement or reference, applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

All work shall be prepared with English units (unless otherwise specified) in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT.

3. PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the PROJECT. The CONSULTANT will use the DEPARTMENT's 6-month statewide historical cost system to develop construction cost estimates. Once the quantities have been developed (beginning at Phase II plans and no later than Phase III plans) the CONSULTANT shall be responsible for inputting the category information, pay items, and quantities into AASHTOW and Project Preconstruction through the use of the FDOT's Designer Interface.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

A Modified Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District and Central Specifications Offices to be included in the project's specifications package.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with DISTRICT, DEPARTMENT, and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the DEPARTMENT's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the DISTRICT that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the DEPARTMENT.

It is the CONSULTANT'S responsibility to independently QC their plans and other deliverables. The CONSULTANT should regularly communicate with the DEPARTMENT's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the DEPARTMENT, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: When directed by the DEPARTMENT, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on this project. This review will be performed by an independent Project Advisory Committee (PAC) by the CONSULTANT, comprised of independent executive-level oversight staff. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on DEPARTMENT construction projects (CEI, Contractor, etc.).

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet the FDM, Standard Plans and FDOT CADD Manual. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. Constructability/Bidability Reviews should be conducted prior to the Phase III and Phase IV submittals, using the Phase Review Checklist (Guidance Document 1-1-A) from the Construction Project Administration Manual (CPAM) as a minimum guideline. The CONSULTANT shall submit this checklist, as well as the "marked-up" set of plans during this review, and review comments and comment responses from any previous Constructability/Bidability reviews. These items will be reviewed by DEPARTMENT Design and DEPARTMENT Construction.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design)

3.2 Joint Project Agreements: N/A

3.3 Specifications & Estimates

3.3.1 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package in accordance with the DEPARTMENT'S Procedure Topic No. 630-010-005 Specifications Package Preparation and the Specifications Handbook. The CONSULTANT shall provide the DEPARTMENT names of at least two team members who have successfully completed the Specifications Package Preparation Training and will be responsible for preparing the Specifications Package for the project. The Specifications Package shall be prepared using the DEPARTMENT's Specs on the Web application. The CONSULTANT shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The specifications package must be submitted for review to the DEPARTMENT Specifications Office at least 30 days prior to the contract package to Tallahassee or DEPARTMENT due date, or sooner if required by the DEPARTMENT Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the DEPARTMENT's Project Manager. The CONSULTANT shall coordinate with the DEPARTMENT on the submittal requirements, but at a minimum shall consist of 1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package, and 3) a copy of the final project plans. Final submittal of the specifications package must occur at least 10 working days prior to the contract package to Tallahassee due date. This submittal shall be digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

3.3.2 Estimated Quantities Report Preparation: N/A

3.4 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans; includes uploading files to Electronic Document Management System (EDMS) or Project Suite Enterprise Edition (PSEE).

3.5 Value Engineering (Multi-Discipline Team) Review: N/A

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

3.8 Post-Design Services

Post-Design Services may include, but are not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Post-Design services will be negotiated as necessary as a contract amendment.

Post-Design Services are not intended for instances of CONSULTANT errors or omissions.

3.9 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the DEPARTMENT on acceptable electronic media, as determined by the DEPARTMENT.

3.10 Risk Assessment Workshop: N/A

3.11 Railroad, Transit and/or Airport Coordination: N/A

3.12 Aeronautical Evaluation: N/A

3.13 Landscape and Existing Vegetation Coordination

Coordinate to ensure preservation and protection of existing vegetation. Relocation of existing vegetation may be necessary in some cases. Space for proposed landscape should be preserved and conflicts with drainage, utilities, ITS, and signage should be minimized. Coordination with the DEPARTMENT Landscape Architect may be necessary as defined in 4.12.

3.14 Other Project General Tasks: N/A

4. ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

SR 442 mainline and I-95 ramp modifications will be evaluated in accordance with FDOT design criteria including alignment geometrics, lane widths and number of lanes, design speed, horizontal and vertical curve criteria, stopping and sight distance, any other design criteria necessary to establish the proposed limits of construction and provide a basis to continue the PROJECT through final design. Design criteria shall be based on the latest version of the FDOT FDM manual, FDOT Standard Plans for Roads Construction and other applicable design criteria.

A complete geometric analysis will be performed to ensure that all appropriate design criteria are met. If for any reason that current criteria cannot be met, a design variation or exception will be prepared as warranted.

4.1 Typical Section Package

The CONSULTANT shall prepare a Typical Section Package.

The CONSULTANT shall provide a Typical Section Package for FDOT approval that includes I-95 connector ramps and SR 442 improvements.

4.2 Pavement Type Selection Report: N/A

4.3 Pavement Design Package:

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase II plans submittal date.

4.4 Cross-Slope Analysis:

The CONSULTANT shall coordinate with the DEPARTMENT to obtain existing cross slope data, determine roadway limits where cross slope is potentially out of tolerance and determine a resolution.

4.5 Safety Analysis: N/A

4.6 Design Analysis

Monitoring Existing Structures: The CONSULTANT shall perform field observations to visually identify existing structures within the project limits which may require settlement, vibration, or groundwater monitoring by the contractor during construction in accordance with FDM Chapter 117. The CONSULTANT shall identify the necessary pay items to be included in the bid documents to monitor existing structures.

Optional Services may be negotiated at a later date if needed : The CONSULTANT shall coordinate with and assist the geotechnical engineer and/or structural engineer to develop mitigation strategies when applicable .

Access Management: N/A

4.7 Operational Analysis: N/A

4.8 Design Reports

The CONSULTANT shall prepare all applicable report(s). Reports are to be delivered as a signed and sealed pdf file.

4.9 Design Variations and Exceptions

The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variation Memorandums, Formal Design Variations and/or Design Exceptions.

A Project Design Variation Memorandum (FDM Form 122-B) shall be prepared to document all non-controlling design elements for a project that do not meet DEPARTMENT criteria. Those elements requiring a more detailed analysis, as per FDM Section 122.2, shall be submitted as Formal Design Variations or Design Exceptions.

The CONSULTANT will avoid, to the extent possible, the need for Design Variations and Exceptions. If approval of Design Variations or Exceptions are required by FDOT for construction of the PROJECT, the effort shall be considered additional services.

4.10 Master Design File Setup & Maintenance, Model Management Plan

The CONSULTANT shall setup the horizontal/vertical master design file and maintain the design file throughout the life of the design. The CONSULTANT shall create a model management plan when necessary.

4.11 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by the DISTRICT.

3D Model Development: When the project includes a 3D Model deliverable, the CONSULTANT shall design elements in a 3D Model in accordance with the FDOT CADD Manual and FDM.

4.12 Temporary Traffic Control Plan (TTCP) Analysis and Master Design Files

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements JPAs .

The CONSULTANT shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the DEPARTMENT's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

Master TTCP Design Files: The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

TTCP 3D Modeling (Isolated Locations): N/A

4.13 Utility Data Collection and Analysis

The CONSULTANT shall collect, analyze, and coordinate utility data. This includes reviewing the Utility Work Schedule UWS) and developing and coordinating utility conflict information (if not included in section 7 Utilities).

4.14 Roadway Quantities for EQ Report

The CONSULTANT shall determine roadway pay items and quantities and the supporting documentation.

TTCP Quantities for EQ Report:

The CONSULTANT shall determine temporary traffic control pay items and quantities and the supporting documentation.

4.15 Cost Estimate

4.16 Technical or Modified Special Provisions

4.17 Other Roadway Tasks

4.18 Quality Assurance/Quality Control

All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the DEPARTMENT and AGENCIES.

It is the CONSULTANT's responsibility to independently and continually QC their plans, Environmental Document, and other deliverables. The CONSULTANT should regularly communicate with the DEPARTMENT to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the environmental document, designs, maps, drawings, and/or other products and services.

4.19 Supervision

The CONSULTANT shall supervise all technical design activities.

4.20 Roadway Meetings

4.21 Field Reviews

4.22 Coordination

The CONSULTANT shall coordinate with all disciplines of the PROJECT to produce a final set of construction documents.

5. ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet & Signature Sheet

5.2 Typical Section Sheets

5.3 Cross Slope Correction Details

5.4 General Notes/Pay Item Notes

5.5 Project Layout/Model Management

5.6 Plan View (Plan Sheets)

5.7 Profile View (Profile Sheets)

5.8 Special Profiles: N/A

5.9 Sidewalk Profiles: N/A

5.10 Interchange Layout Sheet

5.11 Details

5.12 Soil Survey Sheets

5.13 Cross Sections

5.14 Temporary Traffic Control Plan

5.15 Utility Adjustment Sheets

5.16 Project Control Sheets

5.17 Utility Verification Data SUE Data

5.18 Quality Assurance/Quality Control

5.19 Supervision

6a. DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6a.1 Base Clearance Analysis

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

6a.2 Hydroplaning Analysis

Perform a hydroplaning analysis to assist in the determination of the appropriate roadway geometry for all necessary locations (both typical sections and critical cross sections) as needed. See the FDOT Hydroplaning Guidance and FDOT Design Manual (FDM) Chapters 210 and 211 for more information.

6a.3 Existing Permit Analysis

Data gathering including desktop analysis of local, state, and federal Drainage permits.

6a.4 Utility Conflict Matrix for drainage structures

Populating and coordination of the utility conflict matrix for all drainage structures.

6a.5 Noise Barrier Drainage Analyses: N/A

6a.6 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6a.7 Pond Siting Analysis and Report: N/A

6a.8 Analysis of Pipe Video Inspection Report: N/A

6a.9 Bridge Hydraulic Report: N/A

6a.10 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6a.11 Design of Ditches and Side Drains

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. Design of linear stormwater management facilities in separate task.)

6a.12 Design of Stormwater Management Facility

Offsite or Infield Pond: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

Roadside Treatment Swales and Linear Ponds: N/A

6a.13 Design of Floodplain Compensation: N/A

6a.14 Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

6a.15 Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

6a.16 Design of Trench Drains: N/A

6a.17 French Drain Systems: N/A

6a.18 Design of Drainage Wells: N/A

6a.19 Stormwater Runoff Control Concept: N/A

6a.20 Other Drainage Tasks: N/A

6a.21 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports.

6a.22 Drainage Quantities for EQ Report

The CONSULTANT shall determine drainage pay items and quantities and the supporting documentation.

6a.23 Cost Estimate

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

6a.24 Technical or Modified Special Provisions

6a.25 Quality Assurance/Quality Control

6a.26 Supervision

6a.27 Drainage Meetings

Meetings with DEPARTMENT staff, regulatory agencies, local governments such as meetings with District Drainage Engineer, the Water Management District, FDEP, etc.

6a.28 Field Reviews

6a.29 Coordination

6b. DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map (Including Interchanges)

6b.2 Bridge Hydraulics Recommendation Sheets: N/A

6b.3 Drainage Structures

6b.4 Lateral Ditches

6b.5 Retention/Detention/Floodplain Compensation Ponds

6b.6 Quality Assurance/Quality Control 6b.7 Supervision

6c SELECTIVE CLEARING AND GRUBBING: N/A

7. UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners UAO ensuring all conflicts that exist between utility facilities and the DEPARTMENT's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 Utility Kickoff Meeting

Before any contact with the UAO(s), the CONSULTANT shall meet with the DEPARTMENT Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities. The CONSULTANT shall be prepared to discuss the projects applied utility schedule logic and current UAO contact information.

7.2 Identify Existing Utility Agency Owner s)

The CONSULTANT shall identify Utility Agency Owners UAOs) in the corridor and within and adjacent to the project limits that may be impacted by the project. Identification shall include the updated UAO contact information. The CONSULTANT shall contact Sunshine 811, perform a field visit, and review prior FDOT utility permits, reports, existing plans, and surveys provided.

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and plans to each Utility Agency Owner UAO), one set for the utility office, and one set to the DEPARTMENT Offices as required by the DEPARTMENT. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to FDOT for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give a 4-week notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit Phase II plans and the utility conflict information when applicable and in the format requested by the DEPARTMENT) to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the DEPARTMENT.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information when applicable and in the format requested by the DEPARTMENT) and plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

Not all projects will have all contacts as described above.

7.4 Exception Processing

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Preliminary Engineering Report, Project Scope and/or the Concept Report (if applicable) to each UAO to identify any condition that may require a Design Alternative. The CONSULTANT shall identify and communicate to the UAO any facilities in conflict with their location or project schedule. The CONSULTANT shall assist with the processing of design alternative involving Utilities with the UAO and the DEPARTMENT. Assist with processing per the UAM.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAOs having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the FDOT Legal Office, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) marked/RGB plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review UAOs marked plans and data individually as they are received for content, accuracy, utility type, material, and size. Provide to the EOR for inclusion in the plans. Forward all requests for UAO reimbursement and supporting documentation to the DUO.

7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the DEPARTMENT, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate DEPARTMENT office. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO s . The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from FDOT Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DEPARTMENT office s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and DEPARTMENT Traffic Operations for review and comment if required by the DEPARTMENT. Coordinate with the DEPARTMENT for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s . The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow-up. This includes follow- up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s complete and return the required documents in accordance with the project schedule. Ensure the resolution of all identified conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 Additional Utility Services

The CONSULTANT shall provide additional utility services. Additional services will be determined when the services are required and requested. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

This includes coordination of utility design effort between the DEPARTMENT and the UAO(s). The CONSULTANT shall conduct additional coordination meetings, prepare and process the agreements, review tabulation of quantities, perform UWHC constructability and bidability review, review pay items, cost estimates and Technical Special Provisions TSP or Modified Special Provision (MSP) prepared by the UAO. This does not include the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified. Effort for the EOR is not included in this task, see Roadway Analysis Task Group 4.

7.15 Contract Plans to UAO(s)

If requested by the District, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) via electronic delivery or another agreeable format.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate DEPARTMENT representative the following:

All utility negotiations Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved. OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities

The CONSULTANT shall provide other utility services. This includes all efforts for a utility task not covered by an existing defined task. Required work will be defined in the scope and negotiated on a case-by-case basis.

8. ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator, and other appropriate DEPARTMENT personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The CONSULTANT shall use current regulatory guidelines and policies for all permits required as identified in Section 2.4.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but should not be limited to a review of the project's PD&E documents including the Environmental Document, Natural Resources Evaluation Report, and Cultural Resources Assessment Survey Report.

The CONSULTANT shall research any existing easements or other restrictions that may exist both within or adjacent to the proposed project boundary. Project research may include but should not be limited to review of available: District Right of Way files and databases; federal, state, and local permit files and databases; and local government information including county and property appraiser data. The CONSULTANT shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

8.2 Field Work

8.2.1 Pond Site Alternatives: N/A

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:N/A

8.2.3 Species Surveys: N/A

8.3 Agency Verification of Wetland Data: N/A

8.4 Complete and Submit All Required Permit Applications

The CONSULTANT shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits and authorizations required to construct the project as identified in the Project Description and as described in 8.4.1, 8.4.2, and 8.15 Other Environmental Permits). The CONSULTANT shall prepare each application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The application packages must be approved by the DEPARTMENT prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications, as directed by the DEPARTMENT. The DISTRICT will be responsible for payment of all permit and public noticing fees, unless directed otherwise by the DISTRICT.

8.4.1 Complete and Submit all Required Wetland Permit Applications:

The CONSULTANT shall prepare, complete, and submit required wetland permit (e.g. ERP, Section 404) application packages to the appropriate regulatory agencies. This includes, but is not limited to, applications submitted to WMDs and/or DEP, and USACE. The application package may include but is not limited to attachments e.g. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), a cover letter with project description as well as completion of applicable agency forms. The CONSULTANT shall prepare and respond to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed

application packages must be approved by the DEPARTMENT Permit Coordinator prior to submittal to the regulatory agencies. Geotechnical permitting should also be prepared, submitted, and obtained.

8.4.2 Complete and Submit all Required Species Permit Applications:

The CONSULTANT shall prepare, complete and submit required species permit applications to the appropriate agencies. This includes federal and state protected species permit application packages as required. The work includes completion of application package e.g. project location map, aerials, affidavit of ownership, pictures, additional technical analysis, etc.), and cover letter with project description as well as completion of applicable forms. The CONSULTANT shall respond to agency RAIs, including necessary revisions to the application package. All responses and completed applications must be approved by the District Permit Coordinator prior to submittal to the regulatory agency.

8.5 Coordinate and Review Dredge and Fill Sketches: N/A

8.6 Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application: N/A

8.7 Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application: N/A

8.8 Prepare Coastal Construction Control Line (CCCL) Permit Application: N/A

8.9 Prepare USACE Section 408 Application to Alter a Civil Works Project: N/A

8.10 Compensatory Mitigation Plan: N/A

8.11 Mitigation Coordination and Meetings

The CONSULTANT shall coordinate with DEPARTMENT personnel prior to approaching any environmental permitting or commenting agencies. Once a mitigation plan as defined in 33 CFR 332.4(c)/40 CFR 230.92.4(c)) has been reviewed and approved by the DEPARTMENT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies. The CONSULTANT will provide mitigation information needed to update the FDOT Environmental Impact Inventory.

8.12 Regulatory Agency Support

The CONSULTANT shall provide regulatory agency support which may include but is not limited to preparing: a Statement of Findings or Memorandum for the Record; Public Notice; Findings of Fact; and Biological Opinion.

8.13 Other Environmental Permits: N/A

8.14 Technical Support to the DISTRICT for Environmental Clearances and Re-evaluations (use when CONSULTANT provides technical support only): N/A

8.15 Preparation of Environmental Clearances and Re-evaluations (use when CONSULTANT prepares all documents associated with a re-evaluation): N/A

8.16 Contamination Impact Analysis: N/A

8.17 Asbestos Survey: N/A

8.18 Technical Meetings

8.19 Quality Assurance/Quality Control

8.20 Supervision

8.21 Coordination

9. STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS Covered under WA #7 FPID: 456981-1-54-01 SR 442 Widening)

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.21, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2.21, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the DEPARTMENT's request, on 8 ½"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.1 Key Sheet and Index of Drawings

9.2 Project Layout

9.3 General Notes and Bid Item Notes

9.4 Miscellaneous Common Details

9.5 Incorporate Report of Core Borings

9.6 Standard Plans- Bridges

9.7 Existing Bridge Plans

9.8 Structures Quantities for EQ Report

9.9 Cost Estimate

9.10 Technical Special Provisions and Modified Special Provisions

9.11 Field Reviews

9.12 Technical Meetings

9.13 Quality Assurance/Quality Control

9.14 Independent Peer Review

9.15 Supervision

9.16 Coordination

10. STRUCTURES - BRIDGE DEVELOPMENT REPORT: N/A

11. STRUCTURES - TEMPORARY BRIDGE: N/A

12. STRUCTURES - SHORT SPAN CONCRETE BRIDGE: N/A

13. STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE: N/A

14. STRUCTURES - STRUCTURAL STEEL BRIDGE: N/A

15. STRUCTURES - SEGMENTAL CONCRETE BRIDGE: N/A

16. STRUCTURES - MOVABLE SPAN: N/A

17. STRUCTURES - RETAINING WALLS: N/A

18. STRUCTURES – MISCELLANEOUS: N/A

19. SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis: N/A

19.2 No Passing Zone Study: N/A

19.3 Signing and Pavement Marking Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the DEPARTMENT's Multi-Post Sign Program s .

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations: N/A

19.7 S&PM Quantities for EQ Report

The CONSULTANT shall determine signing and pavement marking pay items and quantities and the supporting documentation.

19.8 Cost Estimate

19.9 Technical Special Provisions and Modified Special Provisions

19.10 Other Signing and Pavement Marking Analysis

19.11 Field Reviews

19.12 Technical Meetings

19.13 Quality Assurance/Quality Control

19.14 Independent Peer Review

19.15 Supervision

19.16 Coordination

20. SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

20.1 Key Sheet Signature Sheet

20.2 General Notes/Pay Item Notes

20.3 Project Layout

20.4 Plan Sheet

20.5 Special Details

20.6 Service Point Details: N/A

20.7 Guide Sign Data

20.8 Cross Sections (Sign Installations)

20.9 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

20.10 Supervision

21. SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection: N/A

21.2 Traffic Data Analysis: N/A

21.3 Signal Warrant Study: N/A

21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File: N/A

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

21.10 Signalization Quantities for EQ Report

The CONSULTANT shall determine signalization pay items and quantities and the supporting documentation.

21.11 Cost Estimate

21.12 Technical Special Provisions and Modified Special Provisions

21.13 Other Signalization Analysis

21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared with Current District Standards
- Interconnect Media
- Controller Timing Data

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

21.17 Independent Peer Review

21.18 Supervision

21.19 Coordination

22. SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

22.1 Key Sheet Signature Sheet

22.2 General Notes/Pay Item Notes

22.3 Signalization Plan Sheets

- 22.4 Interconnect Plans: N/A**
- 22.5 Traffic Monitoring Site: N/A**
- 22.6 Guide Sign Data**
- 22.7 Special Details**
- 22.8 Service Point Details**
- 22.9 Mast Arm/Monotube Tabulation Sheet**
- 22.10 Strain Pole Schedule**
- 22.11 TTCP Signal: N/A**
- 22.12 Temporary Detection Sheet**
- 22.13 Quality Assurance/Quality Control**

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

22.14 Supervision

23. LIGHTING ANALYSIS

The CONSULTANT shall analyze SR 442/I-95 Interchange to evaluate modifications to interchange lighting.

The CONSULTANT shall coordinate with the DEPARTMENT Project Manager for the redesign of the interchange lighting system for the ultimate interchange configuration.

24. LIGHTING PLANS

The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25. LANDSCAPE ANALYSIS

The CONSULTANT shall analyze and document Landscape Architecture Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

25.1 Data Collection

All research required to collect data necessary to complete the initial design analysis. Includes identifying local ordinances and collection of other project data.

25.2 Outdoor Advertising Assessment: N/A

25.3 Master Design File Setup (Base Files

Includes all work required to setup the master design file.

25.4 Site Inventory and Analysis

Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material. Summary of analysis, if required, is included in conceptual design.

25.5 Landscape Opportunity Plan

Task includes developing a Landscape Opportunity Plan.

25.6 Conceptual Planting Design

Includes delineation of all proposed planting types, scheme development and preliminary costs and reports. The design shall be submitted with the Phase I plans.

25.7 Final Planting Design

Includes identifying the species/type, size, location, spacing, and quality of all plants.

25.8 Conceptual Irrigation Design: N/A

25.9 Final Irrigation Design: N/A

25.10 Conceptual Hardscape Design: N/A

25.11 Final Hardscape Design: N/A

25.12 Landscape Quantities for EQ Report: N/A

25.13 Cost Estimates

25.14 Technical or Modified Special Provisions

25.15 Other Landscape Services

25.16 Quality Assurance/Quality Control

25.17 Supervision

25.18 Landscape Meetings

25.19 Field Reviews

25.20 Coordination

26. LANDSCAPE PLANS

26.1 Key Sheet & Signature Sheet

26.2 Plant Schedule Sheet no longer produced

26.3 General Notes/Pay Item Notes

26.4 Planting Plans for Linear Areas

26.5 Planting Plans for Non-Linear Areas (Stormwater Facilities, Rest Areas, Interchanges and Toll Plazas) : N/A

26.6 Planting Details

26.7 Irrigation Plans for Linear Areas: N/A

26.8 Irrigation Plans for Non-Linear Areas Stormwater Facilities, Rest Areas, Interchange and Toll Plazas) : N/A

26.9 Irrigation Details: N/A

26.10 Hardscape Plans and Details: N/A

26.11 Maintenance Plan: N/A

26.12 Quality Assurance/Quality Control

26.13 Supervision

27. SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Control HPC

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the District Surveyor (DS) or District Location Surveyor (DLS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 Vertical Project Control VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the District Surveyor (DS) or the District Location Surveyor (DLS).; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per DEPARTMENT R/W Maps, platted or dedicated rights of way.

27.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports. Placement of the targets will be at the discretion of the aerial firm.

27.5 Reference Points

Reference Horizontal Project Control (HPC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

27.6 Topography/Digital Terrain Model (DTM) (3D : N/A

27.7 Planimetric 2D : N/A

27.8 Roadway Cross Sections/Profiles: N/A

27.9 Side Street Surveys: N/A

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 Outfall Survey: N/A

- 27.12 Drainage Survey: N/A**
- 27.13 Bridge Survey (Minor/Major) : N/A**
- 27.14 Channel Survey: N/A**
- 27.15 Pond Site Survey: N/A**
- 27.16 Mitigation Survey: N/A**
- 27.17 Jurisdiction Line Survey: N/A**
- 27.18 Geotechnical Support: N/A**
- 27.19 Sectional/Grant Survey: N/A**
- 27.20 Subdivision Location: N/A**
- 27.21 Maintained R/W: N/A**
- 27.22 Boundary Survey: N/A**
- 27.23 Water Boundary Survey: N/A**
- 27.24 Right of Way Staking, Parcel / Right of Way Line: N/A**
- 27.25 Right of Way Monumentation: N/A**
- 27.26 Line Cutting: N/A**
- 27.27 Work Zone Safety: N/A**
- 27.28 Vegetation Survey: N/A**
- 27.29 Tree Survey: N/A**
- 27.30 Miscellaneous Surveys: N/A**
- 27.31 Supplemental Surveys: N/A**
- 27.32 Document Research: N/A**
- 27.33 Field Review: N/A**
- 27.34 Technical Meetings: N/A**
- 27.35 Quality Assurance/Quality Control QA/QC : N/A**
- 27.36 Supervision: N/A**
- 27.37 Coordination: N/A**
- 28. PHOTOGRAMMETRY: N/A** Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design

29. MAPPING

29.1 Alignment

29.2 Section and 1/4 Section Lines

29.3 Subdivisions

29.4 Property Lines

29.5 Existing Right of Way

29.6 Topography

29.7 Parent Tract Properties and Existing Easements

29.8 Proposed Right of Way Requirements: N/A

29.9 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

29.10 Jurisdictional/Agency Lines: N/A

29.11 Control Survey Cover Sheet

29.12 Control Survey Key Sheet

29.13 Control Survey Detail Sheet

29.14 Right of Way Map Cover Sheet

29.15 Right of Way Map Key Sheet

29.16 Right of Way Map Detail Sheet

29.17 Maintenance Map Cover Sheet: N/A

29.18 Maintenance Map Key Sheet: N/A

29.19 Maintenance Map Detail Sheet: N/A

29.20 Reference Point Sheet

This sheet s will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.21 Project Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

29.22 Table of Ownerships Sheet: N/A

29.23 Parcel Sketches: N/A

29.24 TITF Sketches: N/A

29.25 Other Specific Purpose Survey s : N/A

29.26 Boundary Survey(s) Map: N/A

29.27 Right of Way Monumentation Map

29.28 Title Search Map: N/A

29.29 Title Search Report: N/A

29.30 Legal Descriptions

29.31 Quality Assurance/Quality Control

29.32 Supervision

29.33 Mapping Meetings

29.34 Field Reviews: N/A

29.35 Coordination

29.36 Supplemental Mapping: N/A

30. TERRESTRIAL MOBILE LiDAR: N/A Covered under FPID: 453111-1 (SR 442/I-95 Interchange PD&E and 30% Design

31. ARCHITECTURE DEVELOPMENT: N/A

32. NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE: N/A

33. INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS: N/A

34. INTELLIGENT TRANSPORTATION SYSTEMS PLANS: N/A

35. GEOTECHNICAL

Scope and fee for Geotech is attached and represents the total cost for the entire design of the full diverging diamond interchange.

30% geotechnical scope and fee is covered under FPID: 453111-1 (SR 442/I-95 PD&E and 30% Design). Geotechnical scope for this project is to complete geotechnical scope required for 60% and Final Plans submittal.

36. PROJECT REQUIREMENTS

36.1 Liaison Office

The DEPARTMENT and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the DEPARTMENT Project Manager.

36.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

36.3 Progress Reporting

The CONSULTANT shall meet with the DEPARTMENT as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the DEPARTMENT approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

36.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the DEPARTMENT for their records within one (1) week of the receipt or mailing of said correspondence.

36.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by DISTRICT standards.

36.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

36.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

36.8 Optional Services

At the DEPARTMENT's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically CADD) for the Final "As-Built" conditions, based on documents provided by the DEPARTMENT (CADD Services Only) or other Services as required.

37. INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

EXHIBIT B

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 442I-95 DDI Interchange
County: Volusia
FPN: 22-213-06
FAP No.: 54321

Consultant Name: England, Thims Miller
Consultant No.: England-Thims Miller
Date: 12/30/2025
Estimator: Sergio Mesquita, P.E.

Staff Classification	Total Staff Hours From "SH Firm"	Principal	Senior Engineer	Engineer 1	Senior Designer	CADD Technician	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per Task
3. Project Common and Project General Tasks	222	22	155	44	0	0	0	0	0	0	0	0	0	221	\$59,385	\$266.71
4. Roadway Analysis	731	15	73	497	73	73	0	0	0	0	0	0	0	731	\$138,306	\$186.20
5. Roadway Plans	153	3	15	104	15	15	0	0	0	0	0	0	0	152	\$26,738	\$189.07
6a. Drainage Analysis	2,140	43	214	1,455	214	214	0	0	0	0	0	0	0	2,140	\$404,689	\$189.11
6b. Drainage Plans	109	2	11	74	11	11	0	0	0	0	0	0	0	109	\$20,570	\$188.71
6c. Selective C G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	69	1	7	47	7	7	0	0	0	0	0	0	0	69	\$12,964	\$187.88
8. Environmental Permits and Env. Clearances	143	3	54	86	0	0	0	0	0	0	0	0	0	143	\$32,073	\$224.28
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing - Pavement Marking Analysis	155	3	16	105	16	16	0	0	0	0	0	0	0	156	\$29,462	\$188.86
20. Signing - Pavement Marking Plans	20	0	2	14	2	2	0	0	0	0	0	0	0	20	\$3,697	\$184.85
21. Signalization Analysis	112	2	11	56	31	11	0	0	0	0	0	0	0	111	\$20,190	\$181.89
22. Signalization Plans	29	1	3	15	8	3	0	0	0	0	0	0	0	30	\$5,569	\$185.62
23. Lighting Analysis	130	3	13	65	36	13	0	0	0	0	0	0	0	130	\$23,798	\$183.06
24. Lighting Plans	34	1	3	17	10	3	0	0	0	0	0	0	0	34	\$6,243	\$183.61
25. Landscape Analysis	564	11	56	282	158	56	0	0	0	0	0	0	0	563	\$102,558	\$182.16
26. Landscape Plans	41	1	4	21	11	4	0	0	0	0	0	0	0	41	\$7,529	\$183.63
27. Survey Field & Office Support	564	11	56	282	158	56	0	0	0	0	0	0	0	563	\$102,558	\$182.16
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	193	4	19	97	54	19	0	0	0	0	0	0	0	193	\$35,210	\$182.43
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	16	0	2	8	4	2	0	0	0	0	0	0	0	16	\$2,872	\$179.49
Total Staff Hours	5,425	126	714	3,269	808	505	0	0	0	0	0	0	0	5,422		
Total Staff Cost		\$50,285.34	\$195,121.92	\$612,675.98	\$120,933.36	\$57,393.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,036,409.85	\$191.15

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:		Check = \$1,036,409.85
OVERHEAD:		
OPERATING MARGIN:	0%	\$1,036,409.85
FCM Facilities Capital Cost Money :	0%	\$0.00
EXPENSES:	0.00%	\$0.00
Survey (Field - if by Prime)	88	4-person crew days @ \$ - / day
SUBTOTAL ESTIMATED FEE:		\$1,036,409.85
Subconsultant: Sub 1		\$0.00
Subconsultant: Sub 2		\$0.00
Subconsultant: Sub 3		\$0.00
Subconsultant: Sub 4		\$0.00
Subconsultant: Sub 5		\$0.00
Subconsultant: Sub 6		\$0.00
Subconsultant: Sub 7		\$0.00
Subconsultant: Sub 8		\$0.00
Subconsultant: Sub 9		\$0.00
Subconsultant: Sub 10		\$0.00
Subconsultant: Sub 11		\$0.00
Subconsultant: Sub 12		\$0.00
SUBTOTAL ESTIMATED FEE:		\$1,036,409.85
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$1,036,409.85
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$1,036,409.85

- Notes:
- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 - Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

**DEERING PARK
STEWARDSHIP DISTRICT**

7

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Deering Park Stewardship District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2020-197, Laws of Florida, located in Brevard County, Volusia County and the City of Edgewater, Florida; and

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, Florida Statutes; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday after the first Monday in November, which shall be noticed pursuant to Chapter 2020-197(5)(2)(a), Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

Seat Number	Supervisor	Term Expiration Date
1	Robbie Lee	11/2028
2	William "Bill" Fife	11/2028
3	Glenn D Storch	11/2028
4	James Boyd	11/20/2026
5	Adolph Joseph "Joey" Posey, Jr.	11/20/2026

This year, Seat 4, currently held by James Boyd, and Seat 5, currently held by Adolph Joseph "Joey" Posey, Jr., are subject to election by landowners on November 3, 2026. The two candidates shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNERS' ELECTION.** In accordance with Chapter 2020-197(5)(2), Laws of Florida, the meeting of the landowners to elect two (2) supervisors of the District, shall be held on November 3, 2026 ____:_____.m. at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Chapter 2020-197(2), Laws of Florida.

4. **FORMS.** Pursuant to Chapter 2020-197(5)(2), Laws of Florida, the landowners' meeting and election has been announced by the Board at its December 9, 2025 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114-4514 within Volusia County, Florida or at the office of the District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of December, 2025.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS
OF THE DEERING PARK STEWARDSHIP DISTRICT**

Notice is hereby given to the public and all landowners within Deering Park Stewardship District (the **"District"**) the location of which is generally described as comprising a parcel or parcels of land containing approximately 64,135 acres, in Brevard County, Volusia County and the City of Edgewater, Florida, advising that a meeting of landowners will be held for the purpose of electing two (2) persons to the District Board of Supervisors. [Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.]

DATE: November 3, 2026
TIME: ____:_____.m.
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
DEERING PARK STEWARDSHIP DISTRICT FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 3, 2026**

TIME: ____:_____.m.

LOCATION: _____

Pursuant to Chapter 2020-197(5)(2), Laws of Florida, after the Deering Park Stewardship District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the district. The following instructions on how all landowners may participate in the election is intended to comply with Chapter 2020-197(5)(2)(b), Laws of Florida.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, two (2) seats on the Board will be up for election by landowners. The two candidates shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**DEERING PARK STEWARDSHIP DISTRICT
VOLUSIA COUNTY AND BREVARD COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Deering Park Stewardship District to be held at _____ on November 3, 2026, at ____:____.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

By: _____
Title: _____

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: * Pursuant to Chapter 2020-197(5)(2)(b), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
DEERING PARK STEWARDSHIP DISTRICT
VOLUSIA COUNTY AND BREVARD COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2026

For Election (2 Supervisors): The two candidates shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Deering Park Stewardship District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
_____ (Landowner) pursuant to the Landowner's Proxy attached hereto,
do cast my votes as follows:

SEAT NUMBER	NAME OF CANDIDATE	NUMBER OF VOTES
4		
5		

Date: _____

Signed: _____

Printed Name: _____

**DEERING PARK
STEWARDSHIP DISTRICT**

8

**This Instrument Prepared by
and return to:**

**Jonathan T. Johnson
Kutak Rock LLP**

**Deering Park Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431**

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS
TO REAL PROPERTY UNDERTAKEN BY
THE DEERING PARK STEWARDSHIP DISTRICT
[DPSD JV1 #1 PROJECT]**

Board of Supervisors and Officers¹

Glenn Storch, Chairman
Robbie Lee, Vice Chairman
William Fife, Assistant Secretary
James Boyd, Assistant Secretary
Joey Posey, Assistant Secretary

District Manager
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
(561) 571-0100

District records are on file at the offices of the District Manager are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors and Officers as of December 1, 2025. For a current list, please contact the District Manager or visit <https://deeringparkstewardship.com/index>.

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Introduction

On behalf of the Board of Supervisors of the Deering Park Stewardship District (the “District”), the following information is provided to give you a description of the District’s services and the assessments that are anticipated to be levied within the District to pay for certain community infrastructure and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 2020-197, Laws of Florida (the “Act”). Unlike city and county governments, the District has only certain limited powers and responsibilities.

Under Florida law, special districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and construction, acquisition, operation, and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information, describing the Deering Park Stewardship District and the assessments, fees and charges that are anticipated to be levied within the District to pay for certain community infrastructure, is provided to fulfill this statutory requirement.

The District is intended to provide for a comprehensive and consistent development approach to promote sustainable and efficient land use, to provide long-term planning for conservation and development, to protect conservation and habitat network lands, allow for flexible management, sequencing, timing, and financing of various systems, facilities, and services to be provided to the lands, and to provide a method for the long term operation, management, and maintenance of infrastructure systems, facilities, and services.

What is the District and how is it governed?

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2020-197, Laws of Florida, enacted on September 4, 2020, and Chapter 189, Florida Statutes. The District currently encompasses approximately 64,135 acres of land located within the jurisdictional boundaries of the City of Edgewater, Brevard County, and Volusia County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. Within ninety (90) days of the effective date of the Act, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. The three candidates receiving the highest number of votes were elected to terms which expired on November 17, 2024, and the two candidates receiving the next largest number of votes were elected to terms which expired on November 20, 2022. At the second landowners’ election held in November 2022, the two candidates receiving the largest number of votes were elected to 4-year terms. Subsequently, there shall be an election by landowners for the District every two years on the first Tuesday after the first Monday in November at which supervisors will be elected to serve 4-year terms. Board members shall begin being elected by qualified electors of the District as the District becomes

populated with qualified electors based on the following schedule: at 15,022 qualified electors, one governing board member shall be a qualified elector who is elected by qualified electors residing in the District and four members will be elected by landowners; at 30,044 qualified electors the ratio is two-to-three, respectively; at 45,066 qualified electors the ratio is three-to-two, respectively; at 60,088 qualified electors, the ratio is four-to-one, respectively; and at 75,110 qualified electors, all five governing board members shall be persons who are qualified electors who are elected by qualified electors. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Brevard or Volusia County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be qualified electors who are elected by qualified electors of the District

Board meetings are publicly noticed in accordance with Florida law (i.e. in the local newspaper) and are conducted in a forum open to the public and in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings laws and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The boundaries of the District encompass approximately 64,135 acres of land. The portion of the District known as the DPSD JV1 #1 Project consists of approximately 312.59 acres corresponding to Deering Park North Phase 1 and Deering Park Center Phases 1 and 2 located within the City of Edgewater and Volusia County (the "DPSD JV1 #1 Assessment Area"), the legal description of which is attached hereto as **Exhibit A**. The development is planned as a residential development.

The public infrastructure necessary to support the development program includes, but is not limited to, roadways, mobility trails, stormwater management, water, sewer and reclaim utilities, landscape, hardscape, irrigation, street lighting, entry features, and signage, and recreation improvements (the "Improvements"). Each of these Improvements are more fully detailed below. The Improvements are anticipated to be funded by the District's sale of bonds, notes, or other indebtedness as discussed below (the "DPSD JV1 #1 Project").

On October 1, 2025, the District issued \$18,225,000 Deering Park Stewardship District Special Assessment Revenue Bonds, Series 2025 (DPSD JV1 #1 Assessment Area) (the "Series 2025 Bonds") for the purpose of (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping of the Improvements; (2) paying certain costs associated with the issuance of the Series 2025 Bonds, (3) funding the Series 2025 Reserve Account; and (4) funding capitalized interest.

District Infrastructure Improvements

As noted above, improvements for the DPSD JV1 #1 Project will consist of roadways, mobility trails, stormwater management, water, sewer and reclaim utilities, landscape, hardscape,

irrigation, street lighting, entry features, and signage, and recreation improvements. Further information regarding the specific infrastructure can be obtained from the District's *Master and Supplemental Engineer's Report for DPSD JV1 #1*, dated August 12, 2025.

Roadways

Numerous roads within the District will be constructed concurrent with development of the land within the District. The roadways will be designed and constructed in accordance with City of Edgewater, Volusia County, Brevard County and/or FDOT standards and specifications. Roads outside the District boundaries may be constructed, widened, or extended as required to allow for development of the property to comply with local criteria. Rights-of-way for roads inside the District may be acquired by the District. These roadways may include (but are not limited to): 1. arterials/collectors Roads; 2. local roads; 3. neighborhood roads; 4. I-95 interchanges at Maytown Road, Indian River Blvd, and Deering Parkway; and 5. other roadways affected by the development may be required by development approval or permit.

Mobility Trails

The District will construct an extensive trail network throughout the community. Trails will be constructed per City of Edgewater, Volusia County, Brevard County and/or FDOT standards. Trails outside the District boundaries may be constructed, widened, or extended as required to provide connectivity between trails internal to the District and existing trail networks outside of the site. Right-of-way for trails inside the District may be acquired by the District.

Stormwater Management

The stormwater management/drainage system for the District will be designed and constructed in accordance with St. Johns River Water Management District (SJRWMD), City of Edgewater, Volusia County and/or Brevard County regulations. System elements will include stormwater management facilities, swales, piping, control structures, storm inlets, bio swales, etc. Land acquisition for some, or all, of the system elements is possible.

Water, Wastewater, and Reclaim Utilities

The District or other utility providers may construct the potable water, sanitary sewer and reclaim systems necessary to support the District's residents and industrial and commercial activities. Potable water, sewer and reclaim facilities will be designed and constructed to the appropriate standards and specifications, including City of Edgewater, Volusia County, Brevard County, Farmton Water Resources LLC and/or the State of Florida. Utilities may include offsite systems (i.e., offsite force mains, water mains, pumping facilities, and treatment facilities) and onsite systems constructed as part of roadways or subdivisions.

Landscape/Hardscape/Irrigation/Street Lighting/Entry Features/Signage

Landscape and hardscape features will be an integral part of the District infrastructure. Typically (though not always required), major roadways will be landscaped, irrigated, and will be provided with street lighting. Development areas and various neighborhoods will have entry features and various hardscape features designed to provide a distinctive look for the community.

Recreation

Recreation areas throughout the District may include (but are not limited to) local, community and neighborhood parks (some with ball fields, playground equipment, restrooms, tennis courts, etc.), mobility trails, greenways, and active recreation amenities.

Assessments, Fees, and Charges

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of its Series 2025 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District's improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Provided below are the current maximum annual assessment levels for the Series 2025 Bonds. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District's assessment methodology and assessment roll are available for review in the District's public records.

Series 2025 Bond Assessments Apportionment for DPSD JV1 #1 Assessment Area

Land Use	Number of Dwelling Units/Acres	Total Series 2025 Bond Assessments Apportionment	Series 2025 Bond	Annual Debt Service per Dwelling Unit/Acre*
			Assessments Apportionment per Dwelling Unit/Acre	
Deering Park North				
SF 34'	25	\$461,799.43	\$18,471.98	\$1,350
SF 40'	55	\$1,091,214.95	\$19,840.27	\$1,450
SF 45'	38	\$753,930.33	\$19,840.27	\$1,450
SF 50'	103	\$2,114,015.17	\$20,524.42	\$1,500
SF 60'	53	\$1,160,313.83	\$21,892.71	\$1,600
	274	\$5,581,273.70		
Deering Park Center				
Townhome	258	\$4,236,240.10	\$16,419.54	\$1,200
SF 50'	94	\$1,929,295.39	\$20,524.42	\$1,500
SF 55'	82	\$1,795,202.52	\$21,892.71	\$1,600
SF 60'	74	\$1,620,060.81	\$21,892.71	\$1,600
SF 40' Age Restricted	29	\$535,687.34	\$18,471.98	\$1,350
SF 50' Age Restricted	86	\$1,588,590.04	\$18,471.98	\$1,350
SF 60' Age Restricted	47	\$900,337.85	\$19,156.12	\$1,400
SF 70' Age Restricted	2	\$38,312.25	\$19,156.12	\$1,400
	672	\$12,643,726.30		
Total	946	\$18,225,000.00		

* Principal and interest only; does not include costs of collection

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against all benefited lands in the District. These assessments will also be collected in the same manner as county ad valorem taxes.

Method of Collection

The District's debt service and operations and maintenance assessments may be billed directly by the District or may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and are expected to be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of the community. If you have questions or would simply like additional information about the District, please write to Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or call (561) 571-0100.

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the ____ day of _____, 2025, and recorded in the Official Records of Volusia County, Florida.

DEERING PARK STEWARDSHIP DISTRICT

By: _____
Glenn Storch, Chairman

Witnesses:

Name: _____
Address: _____

Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

Affirmed and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by Glenn Storch as Chairman of Deering Park Stewardship District, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Print Name: _____
Notary Public, State of Florida
Commission No.: _____

Exhibit A: DPSD JV1 #1 Assessment Area Legal Description

Exhibit A Legal Description

DESCRIPTION: A parcel of land lying in Section 1, Township 18 South, Range 33 East and Section 6, Township 18 South, Range 34 East, City of Edgewater, Volusia County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 1, run thence, along the South boundary of Section thereof, S.89°19'24"W., a distance of 612.01 feet; thence, departing said South boundary, N.00°40'54"W., a distance of 570.03 feet; thence N.89°19'06"E., a distance of 8.38 feet; thence N.00°40'54"W., a distance of 120.00 feet; thence N.04°39'31"W., a distance of 170.41 feet; thence N.00°40'47"W., a distance of 120.00 feet; thence S.89°19'06"W., a distance of 42.14 feet; thence N.00°40'54"W., a distance of 190.00 feet; thence S.89°19'06"W., a distance of 190.77 feet; thence N.05°25'43"E., a distance of 8.62 feet; thence Northwesterly, 535.65 feet along the arc of a non-tangent curve to the right having a radius of 410.00 feet and a central angle of 74°51'18" (chord bearing N.47°08'38"W., 498.36 feet); thence S.83°42'30"W., a distance of 23.69 feet; thence Northerly, 481.67 feet along the arc of a non-tangent curve to the left having a radius of 9180.00 feet and a central angle of 03°00'23" (chord bearing N.03°25'08"W., 481.61 feet); thence N.05°10'10"W., a distance of 130.00 feet; thence N.84°52'39"E., a distance of 60.96 feet; thence N.05°07'21"W., a distance of 190.00 feet; thence N.84°51'16"E., a distance of 44.00 feet; thence N.05°01'26"W., a distance of 421.18 feet; thence N.84°58'34"E., a distance of 465.09 feet; thence N.27°16'44"E., a distance of 207.37 feet; thence Easterly, 172.65 feet along the arc of a non-tangent curve to the left having a radius of 730.00 feet and a central angle of 13°33'04" (chord bearing S.69°29'48"E., 172.25 feet); thence Easterly, 17.49 feet along the arc of a reverse curve to the right having a radius of 100.00 feet and a central angle of 10°01'20" (chord bearing S.71°15'39"E., 17.47 feet); thence Easterly, 99.33 feet along the arc of a reverse curve to the left having a radius of 179.00 feet and a central angle of 31°47'37" (chord bearing S.82°08'48"E., 98.06 feet); thence Easterly, 5.62 feet along the arc of a non-tangent curve to the right having a radius of 24.78 feet and a central angle of 13°00'17" (chord bearing N.88°26'01"E., 5.61 feet); thence S.85°45'44"E., a distance of 74.53 feet; thence Southerly, 91.91 feet along the arc of a non-tangent curve to the right having a radius of 5597.00 feet and a central angle of 00°56'27" (chord bearing S.05°00'55"W., 91.91 feet); thence Southerly, 428.65 feet along the arc of a reverse curve to the left having a radius of 1303.00 feet and a central angle of 18°50'56" (chord bearing S.03°56'19"E., 426.72 feet); thence Southerly, 47.57 feet along the arc of a compound curve to the left having a radius of 1303.00 feet and a central angle of 02°05'30" (chord bearing S.14°24'32"E., 47.57 feet); thence Easterly, 3.00 feet along the arc of a non-tangent curve to the left having a radius of 3375.00 feet and a central angle of 00°03'03" (chord bearing N.74°34'18"E., 3.00 feet); thence Easterly, 312.45 feet along the arc of a compound curve to the left having a

radius of 1600.00 feet and a central angle of 11°11'19" (chord bearing N.68°57'06"E., 311.95 feet); thence Southeasterly, 467.68 feet along the arc of a non-tangent curve to the left having a radius of 990.00 feet and a central angle of 27°04'00" (chord bearing S.27°13'41"E., 463.34 feet); thence N.49°14'19"E., a distance of 262.50 feet; thence S.40°45'41"E., a distance of 30.00 feet; thence S.49°14'19"W., a distance of 17.84 feet; thence Southerly, 38.40 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 87°59'59" (chord bearing S.05°14'20"W., 34.73 feet); thence Southeasterly, 286.82 feet along the arc of a compound curve to the left having a radius of 960.00 feet and a central angle of 17°07'06" (chord bearing S.47°19'12"E., 285.75 feet); thence Southeasterly, 260.64 feet along the arc of a reverse curve to the right having a radius of 2330.00 feet and a central angle of 06°24'34" (chord bearing S.52°40'28"E., 260.51 feet); thence Easterly, 24.91 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and a central angle of 57°05'50" (chord bearing S.78°01'06"E., 23.90 feet); thence S.48°45'37"E., a distance of 33.84 feet; thence S.41°14'23"W., a distance of 96.10 feet; thence Southwesterly, 455.09 feet along the arc of a tangent curve to the right having a radius of 1665.00 feet and a central angle of 15°39'38" (chord bearing S.49°04'12"W., 453.68 feet); thence S.56°54'01"W., a distance of 85.82 feet; thence Southeasterly, 31.22 feet along the arc of a non-tangent curve to the right having a radius of 1200.00 feet and a central angle of 01°29'27" (chord bearing S.33°10'45"E., 31.22 feet); thence Southeasterly, 262.79 feet along the arc of a compound curve to the right having a radius of 2685.94 feet and a central angle of 05°36'21" (chord bearing S.29°37'51"E., 262.69 feet); thence S.26°49'40"E., a distance of 99.94 feet; thence Southeasterly, 7.60 feet along the arc of a tangent curve to the right having a radius of 190.00 feet and a central angle of 02°17'35" (chord bearing S.25°40'53"E., 7.60 feet); thence Southeasterly, 59.11 feet along the arc of a compound curve to the right having a radius of 2687.94 feet and a central angle of 01°15'36" (chord bearing S.23°54'18"E., 59.11 feet); thence Southeasterly, 406.51 feet along the arc of a reverse curve to the left having a radius of 4988.00 feet and a central angle of 04°40'10" (chord bearing S.25°36'35"E., 406.40 feet); thence Southeasterly, 96.15 feet along the arc of a compound curve to the left having a radius of 4988.00 feet and a central angle of 01°06'16" (chord bearing S.28°29'48"E., 96.15 feet); thence S.29°02'56"E., a distance of 11.24 feet; thence S.31°06'34"E., a distance of 50.08 feet; thence S.29°26'12"E., a distance of 50.00 feet; thence Southeasterly, 25.01 feet along the arc of a tangent curve to the left having a radius of 128.94 feet and a central angle of 11°06'54" (chord bearing S.34°59'39"E., 24.97 feet); thence Westerly, 971.80 feet along the arc of a non-tangent curve to the right having a radius of 2765.00 feet and a central angle of 20°08'15" (chord bearing S.70°52'49"W., 966.81 feet); thence S.00°24'02"E., a distance of 29.36 feet; to the **POINT OF BEGINNING**.

Containing 90.496 acres, more or less.

TOGETHER WITH:

DESCRIPTION: A parcel of land lying in Section 7, Township 18 South, Range 34 East, City of Edgewater, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section, run thence, along the West boundary of said Section, S.01°28'56"E., a distance of 200.02 feet to the Southwest corner of CITY OF EDGEWATER RIGHT-OF-WAY DEED, as recorded in Official Records Book 7408, Page 1820, Public Records of said Volusia County, Florida; thence, departing said West boundary and along the South boundary of said CITY OF EDGEWATER RIGHT-OF-WAY DEED, N.85°06'00"E., a distance of 658.47 feet to the **POINT OF BEGINNING**; thence, continue along said South boundary, N.85°06'00"E., a distance of 638.81 feet; thence, departing said South boundary, S.01°43'20"W., a distance of 4.74 feet; thence S.02°36'24"W., a distance of 113.29 feet; thence S.18°24'37"E., a distance of 87.13 feet; thence S.50°12'26"E., a distance of 63.85 feet; thence S.06°35'24"W., a distance of 64.01 feet; thence S.19°31'49"W., a distance of 127.38 feet; thence S.30°33'32"E., a distance of 127.56 feet; thence S.59°48'51"E., a distance of 103.88 feet; thence S.56°21'34"E., a distance of 76.48 feet; thence S.37°54'15"E., a distance of 75.91 feet; thence S.38°21'24"E., a distance of 137.88 feet; thence S.57°20'51"E., a distance of 165.72 feet; thence S.16°04'52"E., a distance of 98.52 feet; thence S.53°53'43"E., a distance of 69.28 feet; thence N.56°26'21"E., a distance of 106.70 feet; thence N.23°54'06"E., a distance of 71.58 feet; thence S.35°49'17"E., a distance of 79.42 feet; thence S.55°04'13"E., a distance of 71.70 feet; thence S.77°57'04"E., a distance of 77.87 feet; thence S.57°31'02"E., a distance of 93.78 feet; thence S.76°16'38"E., a distance of 71.20 feet; thence S.78°05'59"E., a distance of 93.57 feet; thence S.71°35'13"E., a distance of 37.19 feet; thence S.37°07'39"E., a distance of 43.14 feet; thence S.08°28'58"E., a distance of 39.87 feet; thence S.15°32'41"W., a distance of 47.02 feet; thence S.30°08'48"W., a distance of 54.72 feet; thence S.01°39'34"E., a distance of 63.75 feet; thence S.37°11'42"E., a distance of 33.71 feet; thence N.79°52'58"W., a distance of 23.33 feet; thence S.06°47'57"E., a distance of 28.15 feet; thence N.78°15'19"E., a distance of 18.99 feet; thence S.55°53'49"E., a distance of 29.73 feet; thence S.26°44'01"E., a distance of 80.98 feet; thence S.63°15'59"W., a distance of 25.00 feet; thence Southeasterly, 169.19 feet along the arc of a non-tangent curve to the left having a radius of 762.00 feet and a central angle of 12°43'17" (chord bearing S.56°06'00"E., 168.84 feet); thence Southeasterly, 246.15 feet along the arc of a reverse curve to the right having a radius of 638.00 feet and a central angle of 22°06'22" (chord bearing S.51°24'27"E., 244.63 feet); thence S.49°38'44"W., a distance of 163.00 feet; thence Southerly, 361.84 feet along the arc of a non-tangent curve to the right having a radius of 475.00 feet and a central angle of 43°38'48" (chord bearing S.18°31'52"E., 353.16 feet); thence N.86°42'28"W., a distance of 25.00 feet; thence S.03°34'22"W., a distance of 4.41 feet; thence Westerly, 473.63 feet along the arc of a non-tangent curve to the right having a radius of 7663.00 feet and a central angle of 03°32'29" (chord bearing S.80°58'42"W., 473.56 feet); thence Westerly, 104.54 feet along the arc of a reverse curve to the left having a radius of 887.00 feet and a central angle of 06°45'10" (chord bearing S.79°22'22"W., 104.48 feet); thence S.14°00'13"E., a distance of 220.33

feet; thence Southwesterly, 839.95 feet along the arc of a tangent curve to the right having a radius of 310.00 feet and a central angle of $155^{\circ}14'37''$ (chord bearing $S.63^{\circ}37'05''W.$, 605.59 feet); thence $N.38^{\circ}45'36''W.$, a distance of 268.00 feet; thence $N.44^{\circ}46'14''W.$, a distance of 50.29 feet; thence $N.38^{\circ}29'54''W.$, a distance of 135.00 feet; thence Northeasterly, 149.49 feet along the arc of a non-tangent curve to the left having a radius of 1040.00 feet and a central angle of $08^{\circ}14'08''$ (chord bearing $N.47^{\circ}22'42''E.$, 149.36 feet); thence Northeasterly, 130.99 feet along the arc of a reverse curve to the right having a radius of 1210.00 feet and a central angle of $06^{\circ}12'09''$ (chord bearing $N.46^{\circ}21'43''E.$, 130.92 feet); thence $N.37^{\circ}14'48''W.$, a distance of 113.30 feet; thence $S.52^{\circ}45'12''W.$, a distance of 192.72 feet; thence Northwesterly, 659.73 feet along the arc of a tangent curve to the right having a radius of 210.00 feet and a central angle of $180^{\circ}00'00''$ (chord bearing $N.37^{\circ}14'48''W.$, 420.00 feet); thence $N.52^{\circ}45'12''E.$, a distance of 54.72 feet; thence $N.37^{\circ}14'48''W.$, a distance of 85.80 feet; thence Northerly, 1025.04 feet along the arc of a tangent curve to the right having a radius of 1250.00 feet and a central angle of $46^{\circ}59'04''$ (chord bearing $N.13^{\circ}45'16''W.$, 996.56 feet); thence Westerly, 89.43 feet along the arc of a non-tangent curve to the left having a radius of 437.00 feet and a central angle of $11^{\circ}43'31''$ (chord bearing $S.72^{\circ}29'17''W.$, 89.27 feet); thence $N.23^{\circ}22'29''W.$, a distance of 138.00 feet; thence $N.51^{\circ}36'36''W.$, a distance of 56.11 feet; thence $N.35^{\circ}56'45''W.$, a distance of 279.38 feet; thence Northerly, 118.91 feet along the arc of a non-tangent curve to the left having a radius of 113.00 feet and a central angle of $60^{\circ}17'32''$ (chord bearing $N.05^{\circ}47'59''W.$, 113.50 feet); thence $N.35^{\circ}56'45''W.$, a distance of 36.60 feet; thence Northwesterly, 83.74 feet along the arc of a tangent curve to the left having a radius of 189.00 feet and a central angle of $25^{\circ}23'05''$ (chord bearing $N.48^{\circ}38'17''W.$, 83.05 feet); thence $S.87^{\circ}52'41''E.$, a distance of 78.58 feet; thence Northerly, 77.17 feet along the arc of a non-tangent curve to the right having a radius of 96.00 feet and a central angle of $46^{\circ}03'19''$ (chord bearing $N.22^{\circ}09'51''E.$, 75.11 feet); thence Northerly, 150.23 feet along the arc of a reverse curve to the left having a radius of 169.00 feet and a central angle of $50^{\circ}55'50''$ (chord bearing $N.19^{\circ}43'35''E.$, 145.33 feet); thence Northerly, 26.45 feet along the arc of a reverse curve to the right having a radius of 166.00 feet and a central angle of $09^{\circ}07'50''$ (chord bearing $N.01^{\circ}10'25''W.$, 26.43 feet); to the **POINT OF BEGINNING**.

Containing 71.325 acres, more or less.

DESCRIPTION: A parcel of land lying in Sections 7 and 8, Township 18 South, Range 34 East, City of Edgewater, Volusia County, Florida, and being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 7, run thence, along the North boundary of said Section, $S.89^{\circ}44'55''E.$, a distance of 341.98 feet to the **POINT OF BEGINNING**; thence, continue along said North boundary, $S.89^{\circ}44'55''E.$, a distance of 567.68 feet; thence, departing aforesaid North boundary, $S.00^{\circ}20'14''W.$, a distance of 461.81 feet; thence $S.81^{\circ}10'05''E.$, a distance of 392.28 feet; thence Southerly, 94.26 feet along the arc of a non-tangent curve to the left having a radius of 247.00 feet and a central angle of $21^{\circ}51'59''$ (chord bearing $S.06^{\circ}16'13''E.$, 93.69 feet); thence Southerly, 202.88 feet along the arc of a compound curve to the left having a radius of 919.00 feet and a central angle of $12^{\circ}38'56''$ (chord bearing $S.23^{\circ}31'40''E.$, 202.47 feet); thence $S.29^{\circ}51'08''E.$, a distance of 106.33 feet; thence Southeasterly, 81.18 feet along the arc

of a tangent curve to the left having a radius of 547.00 feet and a central angle of 08°30'12" (chord bearing S.34°06'14"E., 81.11 feet); thence S.42°59'32"E., a distance of 50.00 feet; thence Southwesterly, 184.20 feet along the arc of a non-tangent curve to the left having a radius of 400.00 feet and a central angle of 26°23'04" (chord bearing S.33°48'56"W., 182.58 feet); thence S.20°37'24"W., a distance of 72.56 feet; thence Southerly, 369.29 feet along the arc of a tangent curve to the left having a radius of 400.00 feet and a central angle of 52°53'47" (chord bearing S.05°49'30"E., 356.31 feet); thence S.32°16'23"E., a distance of 265.02 feet; thence Southerly, 530.18 feet along the arc of a tangent curve to the right having a radius of 900.00 feet and a central angle of 33°45'09" (chord bearing S.15°23'48"E., 522.55 feet); thence N.85°02'17"E., a distance of 497.54 feet; thence S.41°04'30"E., a distance of 1143.30 feet; thence S.29°11'51"W., a distance of 336.21 feet; thence S.59°39'57"E., a distance of 541.72 feet; thence S.16°39'52"E., a distance of 332.33 feet; thence S.72°32'59"W., a distance of 148.10 feet; thence S.19°12'37"E., a distance of 771.09 feet; thence S.35°18'35"W., a distance of 227.62 feet; thence S.68°26'21"W., a distance of 566.63 feet; thence N.31°06'48"W., a distance of 98.20 feet; thence N.06°38'38"W., a distance of 168.25 feet; thence Westerly, 319.99 feet along the arc of a non-tangent curve to the right having a radius of 2576.00 feet and a central angle of 07°07'03" (chord bearing S.89°36'57"W., 319.79 feet); thence Southwesterly, 33.63 feet along the arc of a reverse curve to the left having a radius of 25.39 feet and a central angle of 75°53'56" (chord bearing S.55°13'30"W., 31.22 feet); thence S.16°35'11"W., a distance of 66.27 feet; thence S.00°00'00"E., a distance of 163.81 feet; thence S.08°58'02"W., a distance of 91.89 feet; thence S.64°53'45"W., a distance of 54.86 feet; thence N.74°28'56"W., a distance of 14.71 feet; thence N.81°53'40"W., a distance of 120.00 feet; thence S.79°53'46"W., a distance of 63.16 feet; thence N.81°53'40"W., a distance of 120.00 feet; thence N.08°06'20"E., a distance of 400.00 feet; thence N.73°50'18"W., a distance of 209.57 feet; thence Westerly, 156.34 feet along the arc of a tangent curve to the right having a radius of 2551.00 feet and a central angle of 03°30'41" (chord bearing N.72°04'58"W., 156.31 feet); thence N.90°00'00"W., a distance of 231.55 feet; thence N.00°00'00"E., a distance of 267.93 feet; thence N.05°54'18"E., a distance of 769.44 feet; thence N.14°01'24"W., a distance of 733.07 feet; thence N.00°00'00"E., a distance of 430.90 feet; thence N.38°59'00"E., a distance of 231.85 feet; thence S.80°26'15"E., a distance of 151.00 feet; thence Northerly, 122.73 feet along the arc of a non-tangent curve to the left having a radius of 870.00 feet and a central angle of 08°04'58" (chord bearing N.05°31'15"E., 122.63 feet); thence Northerly, 14.67 feet along the arc of a compound curve to the left having a radius of 870.00 feet and a central angle of 00°57'57" (chord bearing N.00°59'48"E., 14.67 feet); thence Northwesterly, 41.33 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 94°43'33" (chord bearing N.46°50'57"W., 36.78 feet); thence Westerly, 2.73 feet along the arc of a compound curve to the left having a radius of 1222.00 feet and a central angle of 00°07'42" (chord bearing S.85°43'25"W., 2.73 feet); thence N.04°20'25"W., a distance of 53.00 feet; thence Westerly, 403.65 feet along the arc of a non-tangent curve to the left having a radius of 1275.00 feet and a central angle of 18°08'21" (chord bearing S.76°35'24"W., 401.96 feet); thence Westerly, 72.36 feet along the arc of a reverse curve to the right having a radius of 780.00 feet and a central angle of 05°18'56" (chord bearing S.70°10'42"W., 72.34 feet); thence Southwesterly, 275.70 feet along the arc of a reverse curve to the left having a radius of 1085.00 feet and a central angle of 14°33'33" (chord bearing S.65°33'24"W., 274.96 feet); thence N.31°43'23"W., a distance of 138.00 feet; thence Southwesterly, 55.00 feet along the arc of a non-tangent curve to

the left having a radius of 1223.00 feet and a central angle of 02°34'35" (chord bearing S.56°59'20"W., 54.99 feet); thence N.34°18'08"W., a distance of 80.73 feet; thence N.28°31'45"W., a distance of 42.67 feet; thence N.28°32'06"W., a distance of 52.51 feet; thence S.60°22'08"W., a distance of 124.32 feet; thence S.32°25'33"W., a distance of 141.44 feet; thence S.76°47'24"W., a distance of 111.77 feet; thence N.23°28'40"W., a distance of 54.12 feet; thence N.20°32'49"E., a distance of 112.10 feet; thence N.10°28'51"W., a distance of 128.32 feet; thence N.01°04'21"E., a distance of 94.55 feet; thence N.07°06'28"E., a distance of 53.56 feet; thence N.03°27'46"E., a distance of 113.27 feet; thence N.01°28'04"W., a distance of 100.81 feet; thence N.11°59'59"W., a distance of 70.18 feet; thence N.20°26'27"W., a distance of 145.74 feet; thence N.00°50'48"W., a distance of 141.24 feet; thence N.13°12'30"W., a distance of 83.57 feet; thence N.05°07'48"W., a distance of 72.54 feet; thence N.24°53'35"E., a distance of 106.04 feet; thence N.34°50'34"W., a distance of 112.74 feet; thence N.03°45'10"W., a distance of 78.99 feet; thence N.52°23'10"W., a distance of 84.75 feet; thence N.12°03'13"W., a distance of 53.13 feet; thence N.11°02'26"W., a distance of 89.11 feet; thence N.39°55'24"W., a distance of 63.35 feet; thence S.60°36'52"W., a distance of 97.20 feet; thence N.69°03'21"W., a distance of 32.85 feet; thence N.42°41'53"W., a distance of 75.02 feet; thence N.12°09'10"E., a distance of 110.89 feet; thence N.87°30'35"E., a distance of 56.51 feet; thence S.46°53'10"E., a distance of 65.82 feet; thence N.53°59'59"E., a distance of 74.32 feet; thence N.23°03'23"E., a distance of 104.95 feet; thence N.28°22'29"E., a distance of 156.39 feet; thence N.33°53'43"E., a distance of 69.09 feet; thence N.09°50'36"W., a distance of 160.65 feet; thence N.06°44'39"W., a distance of 89.04 feet; thence N.11°37'16"E., a distance of 93.46 feet to the **POINT OF BEGINNING**.

Containing 150.769 acres, more or less.

**DEERING PARK
STEWARDSHIP DISTRICT**

9

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE DEERING PARK STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (DPSD JV1 #1 PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIR, VICE CHAIR, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Deering Park Stewardship District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2020-197, Laws of Florida; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2020-197, Laws of Florida, including its \$18,225,000 Deering Park Stewardship District Special Assessment Revenue Bonds, Series 2025 (DPSD JV1 #1 Assessment Area) (the “Series 2025 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2025 Bonds on October 1, 2025; and

WHEREAS, as prerequisites to the issuance of the Series 2025 Bonds, the Chair, Vice Chair, Treasurer, Assistant Secretaries, and “District Staff” including but not limited to the District Manager, District Financial Advisor, District Engineer, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

WHEREAS, the District finds the sale, closing, and issuance of the Series 2025 Bonds were in the best interests of the District and desires to ratify, confirm, and approve all actions of the District Chair, Vice Chair, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2025 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2025 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2025 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chair, Vice Chair, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2025 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2025 Bonds, including the approval of requisition payments, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of December, 2025.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**DEERING PARK
STEWARDSHIP DISTRICT**

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**DEERING PARK
STEWARDSHIP DISTRICT**

10A

DEERING PARK STEWARDSHIP DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☒ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, District website, electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☒ No ☐ Not Applicable ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by July 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before July 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☒ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the District's website.

Standard: District website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☒ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the District's website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the District's website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on District's website.

Achieved: Yes ☒ No ☐

Cindy Cerbone

District Manager

Cindy Cerbone

Print Name

8-13-2024

Date



Chair/Vice Chair, Board of Supervisors

Glenn D. Sturck

Print Name

8-13-2024

Date

**DEERING PARK
STEWARDSHIP DISTRICT**

10B

DEERING PARK STEWARDSHIP DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐ Not Applicable ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by July 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before July 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the District's website.

Standard: District website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the District's website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the District's website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on District's website.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS**

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS A**

KOLTERLAND

Contractor Agreement

Effective Date:	September 27, 2024		
Owner:	Full Legal Company Name: Deering Park 1 LLC		
	Address: 14025 Riveredge Drive, Suite 175		Phone: 813-615-1244
	City: Tampa		Fax: 813-615-1461
	State: FL	Zip: 33637	Email: tsmith@kolter.com
	Authorized Representative: Tim Smith		Cell Phone: 610-637-0250
Contractor:	Full Legal Company Name: The Briar Team		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: Click here to enter text.		
	Address: 4570 Orange Blvd.		Phone: 407-321-2773
	City: Sanford		Fax:
	State: FL	Zip: 32771	Email: blgood@briarteam.com
	Authorized Representative: Click here to enter text.		Cell Phone: Click here to enter text.
Project:	Deering Park North Mass Grade		
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	County: Volusia	State: FL	Zip: Click here to enter text.

CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contractor if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other

ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "**Work**") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "**Materials and Labor**") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "**Agreement Documents**"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner

current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
- (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
- (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
- (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
- (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Sub-Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any

changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for

completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy

the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out

of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise

unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

- 8.2** Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3** Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

- 9.1** Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2** Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3** Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4** Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5** Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- 9.6** In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this

or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and

sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

- 10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

11. Liens/Waiver of Liens

- 11.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- 11.2 Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.
- 11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or

obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

Warranties; Warranty Work and Performance Standards.

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs

incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
- 13. Relationship Management.**
- 13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3** Contractor shall maintain electronic communications with Owner via e-mail. .
- 13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

14. Goals, Continuous Improvement and Quality.

- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

15. Prices and Payment.

- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 15.2 Owner shall designate the methodology for payment to Contractor.
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.

- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
 - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.
- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 15.7 Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 15.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 15.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time

period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 15.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

17. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation.

Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

18.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

18.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

18.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

19. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or

aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

20. Term and Termination.

20.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

20.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

20.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
- (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10%

for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

- (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
 - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
 - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of

recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
26. **General Terms.**
- 26.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting

of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 26.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 26.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26.11 **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12 **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
 - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
 - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and

expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
 - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

[Signature Page Follows]

AGREED AND ACCEPTED:

DEERING PARK 1 LLC

By: _____
(signature)

Name: James P. Harvey
(printed)

Title: Authorized Signatory

Date: 10-17-2024

The Briar Team

By: _____
(signature)

Name: _____
(printed)

Title: _____

Date: _____

EXHIBIT "A"

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

The Briar Team, LLC is pleased to quote the following project:

*****DEERING PARK NORTH PASTURE CONVERSION*****

For : Deering Park 1, LLC.
 Location : Elkhart Blvd., Volusia County
 Bid Date : February 16, 2024 (Rev. 03/01/24) (Rev. 03/26/24) (Rev. 04/05/24) (Rev. 06/13/24) (Rev. 08/30/24) (Rev. 08/30/24)
 Attention : Emile Cox

Description	Quantity	UM	Unit Price	Total
I. SITE WORK (Development Area MG to Finish Grade)				
a) construction entrance	1	EA	15,884.23	\$15,884.23
b) clearing & grubbing	294	AC	6,207.86	\$1,825,110.84
c) disking	294	AC	511.99	\$150,525.06
d) silt fence (JV1 & pastures 1-3)	15,000	LF	2.12	\$31,800.00
e) mass excavation	(cut) 2,400	CY	2.01	\$4,824.00
	(fill) 945,450	CY	0.46	\$434,907.00
f) retention pond	(cut) 955,950	CY	3.05	\$2,915,647.50
	(fill) 12,900	CY	0.46	\$5,934.00
g) sod pond slopes (bahia)	121,600	SY	3.85	\$468,160.00
h) seed open tracts	1,354,500	SY	0.22	\$297,990.00
			subtotal ...	\$6,150,782.63
II. SITE WORK (Pastures 1 - 3)				
a) mass excavation	(cut) 100	CY	2.01	\$201.00
	(fill) 262,150	CY	0.46	\$120,589.00
b) retention pond (from ph 1)	(cut) 262,050	CY	3.05	\$799,252.50
c) seed open tracts	280,800	SY	0.22	\$61,776.00
			subtotal ...	\$981,818.50
III. SITE WORK (Pastures 4 - 5 North End)				
a) mass excavation	(cut) 2,300	CY	2.01	\$4,623.00
	(fill) 1,540,050	CY	0.46	\$694,623.00
b) retention pond	(cut) 1,336,050	CY	3.00	\$4,008,150.00
	(fill) 18,300	CY	0.46	\$8,418.00
c) retention pond (from ph 1)	(cut) 190,000	CY	3.05	\$579,500.00
d) sod pond slopes (bahia)	66,900	SY	3.85	\$257,565.00
e) seed open tracts	3,260,400	SY	0.22	\$717,288.00
			subtotal ...	\$6,270,167.00
IV. ADMINISTRATION				
a) construction staking & field survey	1	LS	102,183.27	\$102,183.27
b) mobilization	1	LS	148,371.91	\$148,371.91
			subtotal ...	\$250,555.18
			BID TOTAL ...	\$13,059,329.31

see notes on next page

Contract Total \$6,150,782.63+Admin of \$108,226 =
 \$6,259,008.63

Pasture Conversion Notes

*** - NOTES- ***

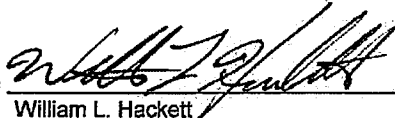
I. SITE WORK

- 1) bid based on accuracy of provided topo & soil report
- 2) This proposal does not include removal or disposal of unsuitable soils. If encountered to be field verified and price accordingly using the most cost effective means and methods.
- 3) removal/disposal of hazardous or contaminated material not included
- 4) bid based on burning on site with being allowed to burn 3 days a week, if haul off required additional fees to apply

IV. ADMINISTRATION

- 1) no permits or fees included, a 15% administration fee not to exceed \$2,500 will be applied to all permit costs
- 2) centerline control & benchmarks by others
- 3) certified "as builts" not included
- 4) staking of environmental/jurisdiction lines by others
- 5) geotechnical testing by others
- 6) prices are subject to change on materials, fuel, aggregate, etc. due to market volatility from unforeseen natural disasters, pandemics, force majeure, and/or tariffs. If required, The Briar Team reserves the right to adjust costs of fuel, supplies, and any subcontractors with sufficient overhead during the duration of the project.

Authorized Signature



William L. Hackett
Chief Estimator
The Briar Team, LLC



Deering Park Pasture Conversion

ID	Task Name	Duration	Start	Finish	2025																			
					Aug	Sep	Qtr 4, 2024	Oct	Nov	Dec	Qtr 1, 2025	Jan	Feb	Mar	Qtr 2, 2025	Apr	May	Jun	Qtr 3, 2025	Jul	Aug	Sep	Qtr 4, 2025	Oct
1	Deering Pasture Conversion	300 days	Mon 8/5/24	Fri 9/26/25																				
2	Site Prep & Silt Fence	50 days	Mon 8/5/24	Fri 10/11/24																				
3	Clearing & Grubbing	230 days	Mon 8/26/24	Fri 7/11/25																				
4	Earthwork	175 days	Mon 12/23/24	Fri 8/22/25																				
6	Final Grading & Stabilization	70 days	Mon 6/23/25	Fri 9/26/25																				

*NO ALLOWANCE FOR ADVERSE WEATHER OR COUNTY DELAYS

PREPARED FOR DEERING PARK
6-13-24

HK DP1 LLC
105 NE 1st Street
Delray Beach, FL 33444

October, 14, 2024

Swallowtail, LLC
410 North Michigan Avenue, Suite 590
Chicago, IL 60611
Attn: David C. Fuechtman
dfuechtman@miami-corp.com

Re: Letter Agreement (“Agreement”) regarding Deering Park 1, LLC (the “Company”)

Dear David:

This letter will confirm our agreement with respect to the payment of certain development expenses prior to the Company closing on its acquisition of the real estate. Any capitalized words not otherwise defined herein will have the meanings in the Operating and First Phase Development Agreement of the Company, as amended from time to time (collectively, the “Operating Agreement”). We agree as follows:

1. Development Work. Prior to the Company closing on the acquisition of the Property, all fees, costs and other expenses due and owing under that certain ___ as set forth in the attached agreement ___ dated as of ___ October 14, 2024 ___ with ___ The Briar Team ___, shall be paid by Swallowtail Member (“Swallowtail Expenses”). At the closing on the acquisition of the Property by the Company, the Capital Call issued in connection with such closing pursuant to Section 5.3 of the Operating Agreement shall be adjusted so that all Swallowtail Expenses and any other capital needs of the Company are funded and borne by Swallowtail Member and Kolter Member as Capital Contributions pro rata in proportion to their respective Percentage Interests.
2. Miscellaneous. This Agreement: (i) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements and undertakings with respect to such subject matter; (ii) may be modified only by a writing signed by all parties hereto; and (iii) shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by portable document format (.PDF) shall be effective as delivery of a manually executed counterpart hereof. Any dispute arising hereunder shall be resolved in accordance with the Operating Agreement. To the extent of any conflict between this Agreement and the Operating Agreement, this Agreement shall govern. In all other respects, the Operating Agreement shall remain in full force and effect.

[Signature page follows]

Agreed as of the date first appearing above.

Swallowtail, LLC, a Delaware limited liability company

HK DP1 LLC, a Florida limited liability company

By: The Kolter Group LLC, its Manager

By: _____

Name:

Title:

By: _____

Name: Devin Radkay

Title: Manager

Exhibit A

TRADE SPECIFIC SCOPE OF WORK JV Parcel

Mobilization
Survey
Erosion Control
Clearing and grubbing
Mass earthwork
Sod and seed stabilization

SEE PROPOSAL

Exhibit B

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka

the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all

deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and

interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.
- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when

required, specifically noting and advising Owner of any interference with or by others.

- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
 - a. Contractor's personnel shall not remove protective devices (if applicable).
 - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final

acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials

and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall

be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
 - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such

employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.

- c. Contractor will assist Owner in complying with the OSHA Regulations.
- d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve

any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.

- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

N/A

Exhibit E

INSURANCE REQUIREMENTS

Deering Park 1 LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Phone (813) 615-1244
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("**Agreement**") by and between Deering Park 1 LLC ("**Owner**") and The Briar Team. ("**Contractor**") all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement.

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("**SIR**") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) Deering Park 1 LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE

With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

26.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
 - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY

26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

26.15 Kolter Group Acquisitions LLC &

26.16 Deering Park 1 LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

Deering Park 1 LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by Deering Park 1 LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Deering Park North according to the plat thereof on file in the office of the Clerk of the Court in and for Palm Beach, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20_____.

CONTRACTOR:
THE BRIAR TEAM

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

Deering Park 1 LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ _____, paid by Deering Park 1 LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Deering Park North Parcel according to the plat thereof on file in the office of the Clerk of the Court in and for Palm Beach, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20____.

CONTRACTOR:
The Briar Team

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[DEERING PARK STEWARDSHIP DISTRICT – DEERING PARK CENTER MASS GRADING PROJECT]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated May 14, 2025 ("**Contract**") between the Deering Park 1 LLC ("**Developer**") and The Briar Team LLC ("**Contractor**"), and in order to add certain third party rights in favor of the Deering Park Stewardship District ("**District**"), which has an address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law.

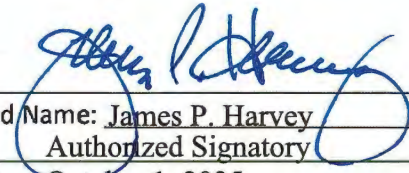
8. **NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]

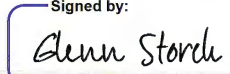
[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.


DEERING PARK 1 LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory
Dated: October 1, 2025

DEERING PARK STEWARDSHIP DISTRICT

Signed by: 
By: Glenn Storch
Printed Name: Glenn Storch
Title: Chairperson
Dated: 10/2/2025

THE BRIAR TEAM LLC

By: 
Printed Name: Bobby Good
Title: Authorized Signatory
Dated: 10/01/25

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[DEERING PARK STEWARDSHIP DISTRICT – DEERING PARK NORTH MASS GRADE PROJECT]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated September 27, 2024 ("**Contract**") between the Deering Park 1 LLC ("**Developer**") and The Briar Team LLC ("**Contractor**"), and in order to add certain third party rights in favor of the Deering Park Stewardship District ("**District**"), which has an address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, *Florida Statutes*, and other Florida law.

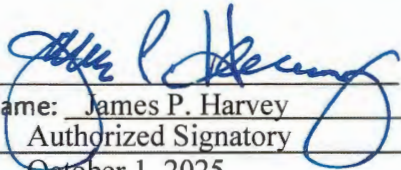
8. **NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]

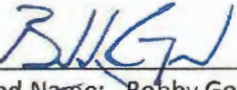
[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.

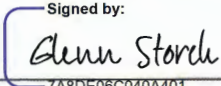
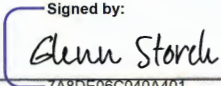
DEERING PARK 1 LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory
Dated: October 1, 2025

THE BRIAR TEAM LLC

By: 
Printed Name: Bobby Good
Title: Authorized Signatory
Dated: 10/01/25

DEERING PARK STEWARDSHIP DISTRICT

Signed by: 
By: 
Printed Name: Glenn Storch
Title: Chairperson
Dated: 10/2/2025

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS B**

KOLTERLAND

Contractor Agreement

Effective Date:	September 27, 2024		
Owner:	Full Legal Company Name: Deering Park 1 LLC		
	Address: 14025 Riveredge Drive, Suite 175	Phone: 813-615-1244	
	City: Tampa	Fax: 813-615-1461	
	State: FL	Zip: 33637	Email: tsmith@kolter.com
	Authorized Representative: Tim Smith		Cell Phone: 610-637-0250
Contractor:	Full Legal Company Name: The Briar Team		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: Click here to enter text.		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: Click here to enter text.		
	Address: 4570 Orange Blvd.	Phone: 407-321-2773	
	City: Sanford	Fax:	
	State: FL	Zip: 32771	Email: blgood@briarteam.com
	Authorized Representative: Click here to enter text.		Cell Phone: Click here to enter text.
Project:	Deering Park North Mass Grade		
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	County: Volusia	State: FL	Zip: Click here to enter text.

CONTRACTOR shall comply with all applicable laws, statutes, regulations and codes, including without limitation those relating to anti-bribery and anti-corruption, including without limitation the Foreign Corrupt Practices Act of 1977 and Bribery Act 2010, each as amended (the "Relevant Requirements"). At any time when requested by the Owner, Contractor shall certify in writing that Contractor is and at all times has been in compliance with all Relevant Requirements. The Owner may terminate this Agreement immediately by giving written notice to Contractor if Contractor is, or Owner reasonably suspects that Contractor, is not in compliance with the Relevant Requirements.

- Parties; Effective Date.** This Contractor Agreement ("Agreement") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other

ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

Purpose of Agreement.

- 1.1 This Agreement sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "**Work**") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "**Materials and Labor**") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.
- 1.2 Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

- 2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "**Agreement Documents**"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; and Exhibit G – Final Waiver & Release of Lien.
- 2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

- 3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

- 3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- 3.4 During the term of this Agreement, Owner may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("**Construction Schedule**"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- 3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.
4. **Initiation of Work.**
- 4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.
- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner

current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
- (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
- (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
- (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
- (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Sub-Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any

changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

- 5.2 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.
- 5.5 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for

completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

- 5.6 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- 5.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.
- 5.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy

the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

5.9 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
- (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

- 6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out

of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

8.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise

unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

- 8.2** Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3** Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

- 9.1** Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- 9.2** Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 9.3** Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 9.4** Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 9.5** Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- 9.6** In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this

or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and

sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

- 10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

11. Liens/Waiver of Liens

- 11.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- 11.2 Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 11.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.
- 11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or

obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

- 11.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
- (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
- (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

Warranties; Warranty Work and Performance Standards.

- 11.7 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 11.8 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 11.9 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs

incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

- 11.10** If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 12. Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
- 13. Relationship Management.**
- 13.1** Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 13.2** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 13.3** Contractor shall maintain electronic communications with Owner via e-mail. .
- 13.4** Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 13.5** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

- 13.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

14. Goals, Continuous Improvement and Quality.

- 14.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 14.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 14.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

15. Prices and Payment.

- 15.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 15.2 Owner shall designate the methodology for payment to Contractor.
- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.

- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
 - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contractor at the time of final payment.
- 15.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.
- 15.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 15.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 15.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 15.7 Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 15.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 15.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 15.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time

period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

- 15.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 15.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 15.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 15.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 15.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 15.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
16. **Inspections and Reviews.** Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

17. **Indemnification.**

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation.

Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 17.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- 17.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 17.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

- 18. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

18.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

18.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

18.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

19. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or

aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

20. Term and Termination.

20.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

20.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

20.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

20.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
- (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10%

for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

- (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
 - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
 - (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 20.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 20.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 20.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 20.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
21. **Limitation of Liability and Waiver of Consequential Damages.** In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of

recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

22. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
23. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
24. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
25. **Publicity.** Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.
26. **General Terms.**
- 26.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- 26.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 26.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 26.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 26.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting

of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

- 26.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 26.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 26.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 26.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 26.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 26.11 **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**
- 26.12 **Choice of Law, Arbitration and Venue**
- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
 - b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
 - c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and

expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
 - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

[Signature Page Follows]

AGREED AND ACCEPTED:

DEERING PARK 1 LLC

By:  _____
(signature)

Name: James P. Harvey
(printed)

Title: Authorized Signatory

Date: 10-17-2024

The Briar Team

By: _____
(signature)

Name: _____
(printed)

Title: _____

Date: _____

EXHIBIT "A"

TOTAL SITE DEVELOPMENT
THE BRIAR TEAM
LEADERS BY PERFORMANCE

The Briar Team, LLC is pleased to quote the following project:

*****DEERING PARK NORTH PASTURE CONVERSION*****

For : Deering Park 1, LLC.
 Location : Elkhart Blvd., Volusia County
 Bid Date : February 16, 2024 (Rev. 03/01/24) (Rev. 03/26/24) (Rev. 04/05/24) (Rev. 06/13/24) (Rev. 08/30/24) (Rev. 08/30/24)
 Attention : Emile Cox

Description	Quantity	UM	Unit Price	Total
I. SITE WORK (Development Area MG to Finish Grade)				
a) construction entrance	1	EA	15,884.23	\$15,884.23
b) clearing & grubbing	294	AC	6,207.86	\$1,825,110.84
c) disking	294	AC	511.99	\$150,525.06
d) silt fence (JV1 & pastures 1-3)	15,000	LF	2.12	\$31,800.00
e) mass excavation	(cut) 2,400	CY	2.01	\$4,824.00
	(fill) 945,450	CY	0.46	\$434,907.00
f) retention pond	(cut) 955,950	CY	3.05	\$2,915,647.50
	(fill) 12,900	CY	0.46	\$5,934.00
g) sod pond slopes (bahia)	121,600	SY	3.85	\$468,160.00
h) seed open tracts	1,354,500	SY	0.22	\$297,990.00
			subtotal ...	\$6,150,782.63
II. SITE WORK (Pastures 1 - 3)				
a) mass excavation	(cut) 100	CY	2.01	\$201.00
	(fill) 262,150	CY	0.46	\$120,589.00
b) retention pond (from ph 1)	(cut) 262,050	CY	3.05	\$799,252.50
c) seed open tracts	280,800	SY	0.22	\$61,776.00
			subtotal ...	\$981,818.50
III. SITE WORK (Pastures 4 - 5 North End)				
a) mass excavation	(cut) 2,300	CY	2.01	\$4,623.00
	(fill) 1,540,050	CY	0.46	\$694,623.00
b) retention pond	(cut) 1,336,050	CY	3.00	\$4,008,150.00
	(fill) 18,300	CY	0.46	\$8,418.00
c) retention pond (from ph 1)	(cut) 190,000	CY	3.05	\$579,500.00
d) sod pond slopes (bahia)	66,900	SY	3.85	\$257,565.00
e) seed open tracts	3,260,400	SY	0.22	\$717,288.00
			subtotal ...	\$6,270,167.00
IV. ADMINISTRATION				
a) construction staking & field survey	1	LS	102,183.27	\$102,183.27
b) mobilization	1	LS	148,371.91	\$148,371.91
			subtotal ...	\$250,555.18
			BID TOTAL ...	\$13,059,329.31

see notes on next page

Contract Total \$6,150,782.63+Admin of \$108,226 =
 \$6,259,008.63

Pasture Conversion Notes

*** - NOTES- ***

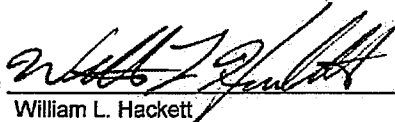
I. SITE WORK

- 1) bid based on accuracy of provided topo & soil report
- 2) This proposal does not include removal or disposal of unsuitable soils. If encountered to be field verified and price accordingly using the most cost effective means and methods.
- 3) removal/disposal of hazardous or contaminated material not included
- 4) bid based on burning on site with being allowed to burn 3 days a week, if haul off required additional fees to apply

IV. ADMINISTRATION

- 1) no permits or fees included, a 15% administration fee not to exceed \$2,500 will be applied to all permit costs
- 2) centerline control & benchmarks by others
- 3) certified "as builts" not included
- 4) staking of environmental/jurisdiction lines by others
- 5) geotechnical testing by others
- 6) prices are subject to change on materials, fuel, aggregate, etc. due to market volatility from unforeseen natural disasters, pandemics, force majeure, and/or tariffs. If required, The Briar Team reserves the right to adjust costs of fuel, supplies, and any subcontractors with sufficient overhead during the duration of the project.

Authorized Signature



William L. Hackett
Chief Estimator
The Briar Team, LLC



Deering Park Pasture Conversion

ID	Task Name	Duration	Start	Finish	2025															
					Aug	Sep	Qtr 4, 2024	Oct	Nov	Dec	Qtr 1, 2025	Jan	Feb	Mar	Qtr 2, 2025	Apr	May	Jun	Qtr 3, 2025	Jul
1	Deering Pasture Conversion	300 days	Mon 8/5/24	Fri 9/26/25																
2	Site Prep & Silt Fence	50 days	Mon 8/5/24	Fri 10/11/24																
3	Clearing & Grubbing	230 days	Mon 8/26/24	Fri 7/11/25																
4	Earthwork	175 days	Mon 12/23/24	Fri 8/22/25																
6	Final Grading & Stabilization	70 days	Mon 6/23/25	Fri 9/26/25																

HK DP1 LLC
105 NE 1st Street
Delray Beach, FL 33444

October, 14, 2024

Swallowtail, LLC
410 North Michigan Avenue, Suite 590
Chicago, IL 60611
Attn: David C. Fuechtman
dfuechtman@miami-corp.com

Re: Letter Agreement (“Agreement”) regarding Deering Park 1, LLC (the “Company”)

Dear David:

This letter will confirm our agreement with respect to the payment of certain development expenses prior to the Company closing on its acquisition of the real estate. Any capitalized words not otherwise defined herein will have the meanings in the Operating and First Phase Development Agreement of the Company, as amended from time to time (collectively, the “Operating Agreement”). We agree as follows:

1. Development Work. Prior to the Company closing on the acquisition of the Property, all fees, costs and other expenses due and owing under that certain ___ as set forth in the attached agreement ___ dated as of ___ October 14, 2024 ___ with ___ The Briar Team ___, shall be paid by Swallowtail Member (“Swallowtail Expenses”). At the closing on the acquisition of the Property by the Company, the Capital Call issued in connection with such closing pursuant to Section 5.3 of the Operating Agreement shall be adjusted so that all Swallowtail Expenses and any other capital needs of the Company are funded and borne by Swallowtail Member and Kolter Member as Capital Contributions pro rata in proportion to their respective Percentage Interests.
2. Miscellaneous. This Agreement: (i) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements and undertakings with respect to such subject matter; (ii) may be modified only by a writing signed by all parties hereto; and (iii) shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by portable document format (.PDF) shall be effective as delivery of a manually executed counterpart hereof. Any dispute arising hereunder shall be resolved in accordance with the Operating Agreement. To the extent of any conflict between this Agreement and the Operating Agreement, this Agreement shall govern. In all other respects, the Operating Agreement shall remain in full force and effect.

[Signature page follows]

Agreed as of the date first appearing above.

Swallowtail, LLC, a Delaware limited liability
company

By: _____
Name:
Title:

HK DP1 LLC, a Florida limited liability
company

By: The Kolter Group LLC, its Manager

By: _____
Name: Devin Radkay
Title: Manager

Exhibit A

TRADE SPECIFIC SCOPE OF WORK JV Parcel

Mobilization
Survey
Erosion Control
Clearing and grubbing
Mass earthwork
Sod and seed stabilization

SEE PROPOSAL

Exhibit B

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Kolter Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

- A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.
- B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka

the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all

deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and

interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

- F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.
- G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.
- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when

required, specifically noting and advising Owner of any interference with or by others.

- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
 - a. Contractor's personnel shall not remove protective devices (if applicable).
 - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final

acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials

and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall

be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
 - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such

employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.

- c. Contractor will assist Owner in complying with the OSHA Regulations.
- d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve

any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.

- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

N/A

Exhibit E

INSURANCE REQUIREMENTS

Deering Park 1 LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Phone (813) 615-1244
Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("**Agreement**") by and between Deering Park 1 LLC ("**Owner**") and The Briar Team. ("**Contractor**") all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement.

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a \$500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is \$50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (04 13) and CG2037 (04 13) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("**SIR**") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Kolter Group Acquisitions LLC, (2) Deering Park 1 LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (04 13) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSURED IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSURED.

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

- (a) Premises or ongoing operations;

- (b) Products and completed operations, which shall:
 - i. cover materials designed, furnished and/or modified in any way by Contractor;
 - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Project HOA Entity (if applicable) and their Affiliates.

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE

With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have \$2,000,000 each claim and a \$2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

26.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
- (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"
- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG2010 (04 13) Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and CG2037 (04 13), or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG2037 (04 13), will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of

Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
 - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY

26.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

26.15 Kolter Group Acquisitions LLC &

26.16 Deering Park 1 LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

Deering Park 1 LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$_____, paid by Deering Park 1 LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Deering Park North according to the plat thereof on file in the office of the Clerk of the Court in and for Palm Beach, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20_____.

CONTRACTOR:
THE BRIAR TEAM

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

Deering Park 1 LLC
14025 Riveredge Drive
Suite 175
Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ _____, paid by Deering Park 1 LLC (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Deering Park North Parcel according to the plat thereof on file in the office of the Clerk of the Court in and for Palm Beach, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20____.

CONTRACTOR:
The Briar Team

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of _____, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT")
[DEERING PARK STEWARDSHIP DISTRICT – DEERING PARK CENTER MASS GRADING PROJECT]

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated May 14, 2025 ("**Contract**") between the Deering Park 1 LLC ("**Developer**") and The Briar Team LLC ("**Contractor**"), and in order to add certain third party rights in favor of the Deering Park Stewardship District ("**District**"), which has an address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **ACQUISITIONS.** This Contractor and Developer agree and acknowledge that the Developer intends to sell to the District the portions of the "**Work**" constructed pursuant to the Contract, on a monthly basis and upon payment of each "**Pay Application**" under the Contract. The Contractor agrees that, upon payment of each Payment Application, the Contractor agrees that the District's acquisition of the Work shall mean that the District and not the Developer owns that Work; the Contractor shall be deemed to have released all rights to the Work paid for under the Payment Application; and the Contractor shall have no lien rights on the Work paid for under the Payment Application.

3. **THIRD PARTY RIGHTS.** The District is a third party beneficiary under the Contract, with the rights to enforce all warranties, bonds, insurance, indemnification, and other provisions of the Contract. The District, or its designee, shall have the right to assume all rights and obligations of the Developer under the Contract at any time and in the District's sole discretion.

4. **INDEMNIFICATION.** Without intending to limit the provisions of Section 3, the Contractor's indemnification, defense, and hold harmless obligations that are in favor of the Developer under the Contract are hereby deemed to include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

5. **INSURANCE AND BONDS.** At the District's request, the District shall be named as an additional insured under any insurance provided by the Contractor under the Contract, and shall be a named beneficiary of any bonds or similar forms of security.

6. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

7. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, *Florida Statutes*, and other Florida law.

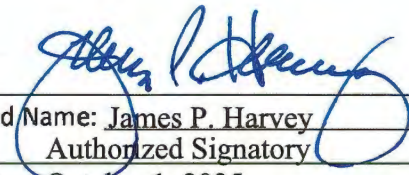
8. **NOTICES.** Notices provided to the Developer or the Contractor under the District shall also be provided to the District at the address first listed above.

[SIGNATURES ON NEXT PAGE]

[SIGNATURE PAGE FOR ADDENDUM TO CONTRACT]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum to be effective upon full execution of the same.


DEERING PARK 1 LLC

By: 
Printed Name: James P. Harvey
Title: Authorized Signatory
Dated: October 1, 2025

DEERING PARK STEWARDSHIP DISTRICT

Signed by: 
By: Glenn Storch
Printed Name: Glenn Storch
Title: Chairperson
Dated: 10/2/2025

THE BRIAR TEAM LLC

By: 
Printed Name: Bobby Good
Title: Authorized Signatory
Dated: 10/01/25

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2025**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Capital Projects Fund I-95 Underpass	Capital Projects Fund Edgewater Wetland Park	Capital Projects Fund SUNTrail P2 & 3 Design	Capital Projects Fund Turnball Hammock Project	Total Governmental Funds
ASSETS								
Cash	\$ 66,082	\$ -	\$ -	\$ (5)	\$ 4,224	\$ 48,549	\$ (5)	\$ 118,845
Investments								
Reserve	-	1,331,925	-	-	-	-	-	1,331,925
Capitalized interest	-	91,282	-	-	-	-	-	91,282
Construction	-	-	16,077,691	-	-	-	-	16,077,691
Cost of issuance	-	35,848	-	-	-	-	-	35,848
Due from Swallowtail	16,858	-	-	-	208,500	20,472	1,000	246,830
Due from Kolter	-	-	-	108,283	-	-	-	108,283
Due from general fund	-	4,172	-	-	-	-	-	4,172
Due from other governments	-	-	-	-	121,369	55,816	-	177,185
Total assets	<u>\$ 82,940</u>	<u>\$ 1,463,227</u>	<u>\$ 16,077,691</u>	<u>\$ 108,278</u>	<u>\$ 334,093</u>	<u>\$ 124,837</u>	<u>\$ 995</u>	<u>\$ 18,192,061</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Accounts payable	\$ 15,845	\$ 4,172	\$ -	\$ 107,283	\$ 211,728	\$ 57,374	\$ -	\$ 396,402
Contracts payable	-	-	3,487,245	-	-	-	-	3,487,245
Due to Swallowtail	56,732	32,770	-	-	333,098	123,842	-	546,442
Due to Kolter	-	-	-	1,585,686	-	-	-	1,585,686
Due to debt service fund	4,172	-	-	-	-	-	-	4,172
Tax payable	122	-	-	-	-	-	-	122
Landowner advance	6,000	-	-	-	-	-	-	6,000
Total liabilities	<u>82,871</u>	<u>36,942</u>	<u>3,487,245</u>	<u>1,692,969</u>	<u>544,826</u>	<u>181,216</u>	<u>-</u>	<u>6,026,069</u>
DEFERRED INFLOWS OF RESOURCES								
Deferred receipts	12,669	-	-	1,000	-	-	1,000	14,669
Total deferred inflows of resources	<u>12,669</u>	<u>-</u>	<u>-</u>	<u>1,000</u>	<u>-</u>	<u>-</u>	<u>1,000</u>	<u>14,669</u>
Fund balances:								
Restricted for:								
Debt service	-	1,426,285	-	-	-	-	-	1,426,285
Capital projects	-	-	12,590,446	(1,585,691)	(210,733)	(56,379)	(5)	10,737,638
Unassigned	(12,600)	-	-	-	-	-	-	(12,600)
Total fund balances	<u>(12,600)</u>	<u>1,426,285</u>	<u>12,590,446</u>	<u>(1,585,691)</u>	<u>(210,733)</u>	<u>(56,379)</u>	<u>(5)</u>	<u>12,151,323</u>
Total liabilities and fund balances	<u>\$ 82,940</u>	<u>\$ 1,463,227</u>	<u>\$ 16,077,691</u>	<u>\$ 108,278</u>	<u>\$ 334,093</u>	<u>\$ 124,837</u>	<u>\$ 995</u>	<u>\$ 18,192,061</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution - Swallowtail, LLC	-	-	130,208	0%
Landowner contribution - Deering Park 1, LLC	-	-	216,300	0%
Total revenues	-	-	346,508	0%
EXPENDITURES				
Professional & administrative				
Supervisors	861	861	12,918	7%
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	30,000	0%
Engineering	-	-	3,500	0%
Audit	-	-	3,075	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	6,500	0%
EMMA software service	-	-	1,500	0%
Debt service fund accounting: master bonds	625	625	7,500	8%
Postage	-	-	500	0%
Printing and binding	42	42	500	8%
Legal advertising	74	74	6,500	1%
Annual district filing fee	175	175	175	100%
Insurance - GL, POL	6,163	6,163	6,200	99%
Miscellaneous- bank charges	333	333	675	49%
Website:				
Hosting & updates	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	12,356	12,356	130,208	9%

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field operations management	-	-	25,000	0%
Stormwater management				
Conservation area maintenance	-	-	10,000	0%
Wetland monitoring and reporting	-	-	10,000	0%
Pond maintenance	-	-	12,000	0%
Pond erosion repairs	-	-	2,500	0%
Fountain maintenance	-	-	800	0%
Landscape maintenance				
Landscape & irrigation maintenance	-	-	60,000	0%
Nuisance and exotic control	-	-	10,000	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Irrigation water	-	-	5,000	0%
Unimproved area mowing	-	-	10,000	0%
Arbor care	-	-	5,000	0%
Entry monuments and features				
Monument electricity	-	-	2,000	0%
Pressure washing/maintenance	-	-	1,000	0%
Parks and trails				
Parks and trails services	-	-	5,000	0%
Utilities	-	-	7,000	0%
Insurance	-	-	25,000	0%
Repairs and maintenance	-	-	3,000	0%
Miscellaneous				
Streetlighting	-	-	6,000	0%
Electricity	-	-	4,000	0%
Contingency	-	-	5,000	0%
Total field operations	-	-	216,300	0%
Total expenditures	<u>12,356</u>	<u>12,356</u>	<u>346,508</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	(12,356)	(12,356)	-	
Fund balances - beginning	(244)	(244)	-	
Fund balances - ending	<u>\$ (12,600)</u>	<u>\$ (12,600)</u>	<u>\$ -</u>	

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>267,022</u>	<u>267,022</u>
Total debt service	<u>267,022</u>	<u>267,022</u>
Other fees & charges		
Underwriter's discount	<u>364,500</u>	<u>364,500</u>
Total other fees and charges	<u>364,500</u>	<u>364,500</u>
Total expenditures	<u>631,522</u>	<u>631,522</u>
Excess/(deficiency) of revenues over/(under) expenditures	(631,522)	(631,522)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>2,147,309</u>	<u>2,147,309</u>
Total other financing sources	<u>2,147,309</u>	<u>2,147,309</u>
Net change in fund balances	1,515,787	1,515,787
Fund balances - beginning	<u>(89,502)</u>	<u>(89,502)</u>
Fund balances - ending	<u>\$ 1,426,285</u>	<u>\$ 1,426,285</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Capital outlay	<u>3,487,245</u>	<u>3,487,245</u>
Total expenditures	<u>3,487,245</u>	<u>3,487,245</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,487,245)	(3,487,245)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>16,077,691</u>	<u>16,077,691</u>
Total other financing sources/(uses)	<u>16,077,691</u>	<u>16,077,691</u>
Net change in fund balances	12,590,446	12,590,446
Fund balances - beginning	-	-
Fund balances - ending	<u><u>\$ 12,590,446</u></u>	<u><u>\$ 12,590,446</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND I-95 UNDERPASS
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Contingencies	<u>5</u>	<u>5</u>
Total expenditures	<u>5</u>	<u>5</u>
Excess/(deficiency) of revenues over/(under) expenditures	(5)	(5)
Fund balance - beginning	<u>(1,585,686)</u>	<u>(1,585,686)</u>
Fund balance - ending	<u><u>\$ (1,585,691)</u></u>	<u><u>\$ (1,585,691)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND EDGEWATER WETLAND PARK
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Contingencies	<u>5</u>	<u>5</u>
Total expenditures	<u>5</u>	<u>5</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (5)	 (5)
 Fund balance - beginning	 <u>(210,728)</u>	 <u>(210,728)</u>
Fund balance - ending	<u><u>\$ (210,733)</u></u>	<u><u>\$ (210,733)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - SUNTRAIL P 2 & 3 DESIGN
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Contingencies	<u>5</u>	<u>5</u>
Total expenditures	<u>5</u>	<u>5</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (5)	 (5)
 Fund balance - beginning	 (56,374)	 (56,374)
Fund balance - ending	<u><u>\$ (56,379)</u></u>	<u><u>\$ (56,379)</u></u>

**DEERING PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND - TURNBULL HAMMOCK PROJECT
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Contingencies	<u>5</u>	<u>5</u>
Total expenditures	<u>5</u>	<u>5</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (5)	 (5)
 Fund balance - beginning	 <u>-</u>	 <u>-</u>
Fund balance - ending	<u><u>\$ (5)</u></u>	<u><u>\$ (5)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

The Board of Supervisors of the Deering Park Stewardship District held a Public Hearing and Regular Meeting on September 29, 2025 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 221 087 084 094, Passcode: dr2YoW.

Present:

Glenn Storch	Chair
Robbie Lee	Vice Chair
Joey Posey	Assistant Secretary
James Boyd	Assistant Secretary
William Fife (via telephone)	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi (via telephone)	Wrathell, Hunt and Associates LLC (WHA)
Jonathan Johnson	District Counsel
Chris Warshaw	District Engineer
Misty Taylor	Bond Counsel
Amanda Kumar	Bond Trustee
Helen Hutchens (via telephone)	Miami Corporation Management, LLC
Evan Wesselman (via telephone)	Family Lands Remembered (FLR)
Travis Brant (via telephone)	FirstService Residential (FSR))

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:02 p.m. Supervisors Storch, Lee, Posey and Boyd were present. Supervisor Fife attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements

A. Affidavit/Proof of Publication**B. Mailed Notice to Property Owner(s)****C. Master and Supplemental Engineer's Report for DPSD JV1 #1 (for informational purposes)**

Mr. Warshaw stated the Engineer's Report is unchanged from when it was last presented to the Board. He highlighted the Land Use and Proposed Unit Distribution Tables on Pages 4 and 5 and stated the overall cost estimate for the DPSD JV1 #1 project is \$87,335,000.

D. Master Special Assessment Methodology Report for the DPSD JV1 #1 (for informational purposes)

Ms. Cerbone stated, similar to the Engineer's Report, the Methodology Report is unchanged, in terms of acreage and estimated improvement construction costs, from when it was presented at the previous meeting. She reviewed the Appendix Tables and discussed the development plan for the DPSD JV1 #1 assessment area, preliminary sources and uses of funds, benefit allocation, total equivalent resident units (ERU) and bond assessments apportionment.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Lee and seconded by Mr. Boyd, with all in favor, the Public Hearing was closed.

E. Final Supplemental Special Assessment Methodology Report for the DPSD JV1 #1 (for informational purposes)

Ms. Cerbone noted that this item will be treated as a stand-alone item after Item 3F.

F. Consideration of Resolution 2025-19, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2020-197, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Homeowners Associations, Property Owners Association and/or Governmental

Entities; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date

Mr. Johnson presented Resolution 2025-19. It is largely statutory and provides for the umbrella lien associated with the bonds that will be addressed in the Fourth Order of Business.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, Resolution 2025-19, Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming, and Levying Special Assessments on Property Specially Benefited by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170 and 197, Florida Statutes, and Chapter 2020-197, Laws of Florida; Confirming the District's Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Homeowners Associations, Property Owners Association and/or Governmental Entities; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date, was adopted.

- **Final Supplemental Special Assessment Methodology Report for the DPSD JV1 #1 (for informational purposes)**

This item, previously Item 3E, was presented out of order.

Ms. Cerbone stated the Final Supplemental Special Assessment Methodology Report narrows down the bond issuance amount for the DPSD JV1 #1 Project and the impact on the units included in the area that the CDD is issuing debt over. She reviewed the pertinent information, including the financing program, true-up mechanism and the Appendix Tables.

Asked why the bond proceeds amount increased from \$18,045,000, in a previous Methodology Report, to \$18,225,000 in the current Methodology, Ms. Cerbone stated it is a refinement of the dollar amount that the CDD will apply for.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-20, Setting Forth the Specific Terms of the Deering Park Stewardship District's Special Assessment Revenue Bonds, Series 2025 (DPSD JV1 #1 Assessment Area); Confirming the District's Provision of Infrastructure Improvements and Adopting an Engineer's Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special

Assessments Securing Series 2025 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2025 Special Assessments; Providing for Conflicts, Severability and an Effective Date

Mr. Johnson presented Resolution 2025-20. This Resolution was anticipated by Resolution 2025-19, which was just adopted, and takes the actual terms and conditions as outlined in the Supplemental Reports, which reflect the actual pricing and incorporate the provisions into the lien. It approves the various documents that are attached to the Resolution, including the Final Supplemental Special Assessment Methodology Report. This is one of the final actions that needs to be taken in order to close on the bonds.

On MOTION by Mr. Storch and seconded by Mr. Boyd, with all in favor, the Resolution 2025-20, Setting Forth the Specific Terms of the Deering Park Stewardship District's Special Assessment Revenue Bonds, Series 2025 (DPSD JV1 #1 Assessment Area); Confirming the District's Provision of Infrastructure Improvements and Adopting an Engineer's Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2025 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2025 Special Assessments; Providing for Conflicts, Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of FMSbonds, Inc., Agreement for Underwriter Service and Rule G-17 Disclosure Letter

Ms. Cerbone presented the FMSbonds, Inc., Agreement for Underwriter Service and Rule G-17 Disclosure Letter.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the FMSbonds, Inc., Agreement for Underwriter Service and Rule G-17 Disclosure Letter, was approved.

SIXTH ORDER OF BUSINESS

Consideration of I-95 Interchange / SR-442 Expansion and Resilience Project Items

Mr. Kantarzhi presented the Scope, Schedule & Estimate (SSE) Form for the I-95 Interchange / SR-442 Expansion and Resilience Project. The project is not yet approved but Staff anticipates receiving the Form of Agreement once it is approved by the Florida Department of Transportation (FDOT). He asked the Board to delegate authority to the Chair to execute the Agreement in between meetings. It will be presented for ratification at a future meeting.

Mr. Johnson and Mr. Wesselman responded to questions regarding whether the motion is for conditional approval from FDOT, the \$2 million local funding or matching contribution; if the estimate for the funding of the project by the State is pro-rata; which entity is responsible for funding the engineering fees; and the balance that the FDOT will be responsible for.

Discussion ensued regarding whether Staff had communications with the FDOT, if the FDOT is comfortable funding its portion of the project, what is included under "local funding," the work authorization, initial design work, construction component, and grant tracker.

Mr. Wesselman will obtain the full breakdown of the funding and report his findings at the next meeting.

On MOTION by Mr. Boyd and seconded by Mr. Lee, with all in favor, the I-95 Interchange / SR-442 Expansion and Resilience Project Items, authorizing the Board Chair to execute the Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

Ms. Cerbone presented the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement.

Discussion ensued about a previously corrected Exhibit B discrepancy, how the software firm was selected, filing requirements, Bond Underwriter, Staff generally reviewing agreements twice, and how the Board composition counteracts potential Sunshine Law violations.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement, was approved.

EIGHTH ORDER OF BUSINESS

Review: Grant Tracker

Mr. Conti presented the Grant Tracker, which he, Mr. Iler and Mr. Warshaw regularly update. He reviewed the Edgewater Wetland Park Project, confirmed that \$436,100 for that

program has been reimbursed, discussed the Deering Park Trail North Phases 2 & 3 Design Project and reviewed the items in the “Comments” section.

In response to a question regarding the status of the Grant Tracker, Mr. Wesselman stated the Grant Tracker is fully up to date.

NINTH ORDER OF BUSINESS**Consideration of FirstService Residential
Florida, Inc. Facilities Services
Contract/Scope**

Ms. Cerbone presented the FirstService Residential Florida, Inc. (FirstService) Facilities Services Contract/Scope.

Ms. Hutchens stated that she, Mr. Fife and Mr. Sean Stephan created a Request for Qualifications (RFQ) and sent a broad scope to several property management companies. The team received 11 responses, which were subsequently reviewed and narrowed down to three. The team/Selection Committee then visited with each company at one of their master plan communities to view their services in action and hold in-depth interviews with each vendor to discuss their capabilities. After the steps and additional considerations were applied, the Committee’s consensus was that FirstService is the best fit for the District.

Discussion ensued regarding whether the selection process was consistent with the District’s policies for acquiring services, whether to approve the contract, if FirstService already agreed to the contract, if the contract has been reviewed by District Counsel, why the District must pay for health insurance for FirstService employees, the management fee, the labor rate, termination clause and Staff’s goal to re-negotiate the contract after three years.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the FirstService Residential Florida, Inc. Facilities Services Contract/Scope, was approved.

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of August 31, 2025**

On MOTION by Mr. Boyd and seconded by Mr. Posey, with all in favor, the Unaudited Financial Statements as of August 31, 2025, were accepted.

ELEVENTH ORDER OF BUSINESS**Approval of August 12, 2025 Public Hearing
and Regular Meeting Minutes**

On MOTION by Mr. Lee and seconded by Mr. Boyd, with all in favor, the August 12, 2025 Public Hearing and Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

There was no report.

B. District Engineer: England-Thims & Miller, Inc.

There was no report.

Mr. Boyd noted that the work authorization that Mr. Warshaw presented at the last meeting needs to be updated. Mr. Warshaw will update the document, as previously agreed, and forward revised copies to the Board.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **Property Insurance on Vertical Assets**

This is included as a reminder to secure property insurance for CDD owned assets.

- **Ethics Training by 12/31/2025**

Links to online ethics training courses will be emailed to the Board.

Board Members must file Form 1, if they have not already done so.

- **NEXT MEETING DATE: October 14, 2025 at 2:00 PM**

- **QUORUM CHECK**

THIRTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Storch and seconded by Mr. Boyd, with all in favor, the meeting adjourned at 3:14 p.m.

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271
272
273
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Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

DEERING PARK STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2025 CANCELED	Regular Meeting	2:00 PM
November 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTgzMWVhNDItNThiNS00Y2UzLTk4NDU0N2E0MjVmYjYyNThm%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 289 427 464 007 1 Passcode: Er3ih2VR		
December 9, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTc0NWl3OTAtNGlXZC00ZGJlWEzY2ltZTNiMjk3ZjZiN2Y5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 284 525 372 044 6 Passcode: iN9st9Rr		
January 13, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2FmZGM1NmUtZTBkNS00NGNiLWJiNDktNzYwN2FkYTJjNWU5%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 289 720 498 816 5 Passcode: w2Rd3qd3		
February 10, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTY2MzkwOWltMWY5ZS00Yzc5LWI3ZTAtZmQzOGVIYmFIYTc4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 285 015 472 475 2 Passcode: Q5gV3TW3		
March 10, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmRiYjQ2MTgtMDkxMC00ZWU2LTk5ZTctMzkwMWQ0YjE1MDQ4%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 295 812 663 928 7 Passcode: 8GG3RT2x		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 14, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmI0MTJINGUtYTg1Zi00ZDk1LWEyNzAtZDIwZmFODQzMGRl%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 213 430 142 895 7 Passcode: MH9uR2qV		
May 12, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDNIYWl3ODYtZWVknS00YjZkLWlyMDYtNGM0YjY3YTY3NDA3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 288 593 777 667 6 Passcode: Bb7KT2zC		
June 9, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmFhOGE2MDYtMGJhOC00YWQ2LWI3ZWltMDdiOTJmMjI0NWmx%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 216 303 467 291 2 Passcode: gv6af6zd		
July 14, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjBiYTAxODktNjBiMS00NzNlLWlxNzctMWY1ZDQ1Y2E5MzE3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 284 206 846 027 4 Passcode: xx9Pp72i		
August 11, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTBhZjI5NzMtNDBkNC00MDNmLTk5OTctNzU1MWJkMmZjMzd%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 286 551 522 394 7 Passcode: S3aq9HQ9		
September 8, 2026	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWVkmZl5MWEtNzg3NS00Y2UzLWFhNWMTZDQyYzc1NDIzNDNj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 246 746 406 101 7 Passcode: va9KL7qD		