

*Crosswinds East
Community Development District*

Meeting Agenda

May 5, 2026

AGENDA

Crosswinds East

Community Development District

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

April 28, 2026

Board of Supervisors Meeting Crosswinds East Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Crosswinds East Community Development District** will be held on **Tuesday, May 5, 2026, at 9:15 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/88230704235>

Call-In Information: 1-646-876-9923

Meeting ID: 882 3070 4235

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments are limited to three (3) minutes each)
3. Approval of Minutes of the April 7, 2026 Board of Supervisors Meeting
4. Consideration of Resolution 2026-03 Approving the Proposed Fiscal Year 2026/2027 Budget (Suggested Date: August 4, 2026), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2026/2027 Budget and the Imposition of Operations and Maintenance Assessments
5. Consideration of Assignment of Phase 2A Construction Contract
6. Consideration of Amended Pool Furniture and Playground Equipment Lease/Purchase Agreement
7. Consideration of DRAFT Non-Exclusive Perpetual Easement Agreement for Broadband Installation
8. Consideration of Revised Assignment of Amenity Center Construction Contract
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Landscape Maintenance Proposals
 - a) Addendums to Add Phase 2C Areas to Landscape Maintenance Contract
 - b) Proposal to Clean-Up Frost Damaged Plants
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Presentation of Number of Registered Voters—134
 - iv. Reminder to Board Members to File Form 1's by the July 1, 2026 Deadline
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

MINUTES

**MINUTES OF MEETING
CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT**

The continued meeting of the Board of Supervisors of the Crosswinds East Community Development District was held on **Tuesday, April 7, 2026**, at 9:15 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk <i>by Zoom</i>	Vice Chairperson
Jessica Spencer	Assistant Secretary
Lindsey Roden	Assistant Secretary
Bobbie Shockley	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Meredith Hammock <i>by Zoom</i>	District Counsel, Kilinski Van Wyk
Chace Arrington <i>by Zoom</i>	District Engineer, Dewberry
Rey Malave <i>by Zoom</i>	District Engineer, Dewberry
Marshall Tindall	Field Manager, GMS
Matt Fisher	Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order at 9:15 a.m. and called the roll. Three Board members were present in person constituting a quorum and one joined via Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present, and one joining by Zoom. There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of March 3, 2026
Board of Supervisors Meeting**

Ms. Burns presented the minutes from March 3, 2026 Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, the Minutes of the March 3, 2026 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Assignment of Pool and Clubhouse Construction Contract

Ms. Burns reviewed the assignment of pool and clubhouse construction contract and stated this is with Greenland Services and is being assigned from the developer to the CDD.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, the Assignment of Pool and Clubhouse construction contract was approved.

FIFTH ORDER OF BUSINESS

Consideration of Quote for Fitness Center Equipment & Presentation of DRAFT Equipment Lease/Purchase Agreement

Ms. Burns reviewed the draft purchase agreement. She noted that this is for the fitness equipment totaling \$79,432. She stated that she spoke to Ms. Roden and she is still working on the proposal and they still need an entity. Ms. Burns stated this proposal for the fitness can be approved today in substantial form so they can fill in the entity. She stated another proposal for hammocks and some other stuff on the pool deck will also be needed. She noted that could be finalized once the proposals are received. A Board member asked if any of the new equipment would have a monthly subscription. Ms. Roden noted she would get with Kristen to confirm.

Ms. Burns noted that they should avoid the “stair stepper” type equipment based on prior issues. She asked for a motion to approve the quote for the fitness center equipment and approve the draft equipment lease purchase agreement in substantial form.

Board member asked if this would be in the budget. Ms. Burns stated this will be in the next fiscal year since the first payment won’t be due until then. She noted that if there were subscription fees, they could add a line item that says miscellaneous for the amenity.

On MOTION by Ms. Roden, seconded by Ms. Shockley, with all in favor, the Quote for Fitness Center Equipment & Presentation of DRAFT Equipment Lease/Purchase Agreement, was approved in substantial form.

SIXTH ORDER OF BUSINESS

Presentation of Arbitrage Rebate Reports from AMTEC

A. Series 2024 Assessment Area One Project Bonds

B. Series 2024 Assessment Area Two Project Bonds

Ms. Burns stated there is a Series 2024 Assessment Area One and a Series 2024 Assessment Area Two project bond. She noted that reports show negative arbitrage and satisfy the reequipment to demonstrate the District does not earn more interest that it pays on the bonds.

On MOTION by Ms. Shockley, seconded by Ms. Spencer, with all in favor, Accepting the Series 2024 Assessment Area One Project Bonds and Series 2024 Assessment Area Two Project Bonds Arbitrage Rebate Reports from AMTEC, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hammock stated she had nothing to report.

B. Engineer

Mr. Arrington stated he had nothing to report.

C. Field Manager’s Report

Mr. Tindall reported that they had a quiet month overall with ongoing fence repairs, pavement repairs and addressing park cracking. He noted they are continuing their assessment of freeze damaged plant material and some plants are showing recovery. He stated a prioritized replacement plan will be developed after spring growth clarifies what is dead. He noted there are continued private meter checks and they are cross-referencing against the main line. There is a plan to shift from monthly to quarterly due to volume to reduce hours. The dog park recently came online. The new playground is progressing and the pavilion pavers near playground are nearing completion. He noted 12 new garbage cans will require service once those areas come online.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented the check register and stated it is in the package for review. The total is \$350,049.28 from February 20th through March 26th.

On MOTION by Ms. Shockley, seconded by Ms. Roden, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns noted that the financial statements are included in the agenda package for Board review and that no action is required. She noted they would be doing the preliminary budget for this District at the next meeting in May.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked the Board for adjournment.

On MOTION by Ms. Roden, seconded by Ms. Spencer with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 190, 197, AND/OR 170, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Crosswinds East Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 190, 197, and/or 170, *Florida Statutes* (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the “**District’s Office**,” Governmental Management Services – Central Florida, LLC, 219 E. Livingston St., Orlando Florida, 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned among such lots and lands, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection

at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2026, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: Tuesday, August 4, 2026
HOUR: 9:15 a.m.
LOCATION: **Offices of PRIME Community Management**
375 Avenue A SE
Winter Haven, Florida 33880

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Haines City and Polk County, Florida at least sixty (60) days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. Notice of the public hearings shall be published in the manner prescribed by Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MAY 2026.

ATTEST:

**CROSSWINDS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2027

Crosswinds East
Community Development District

Proposed Budget
FY2027



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Crosswinds East
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Total Thru 09/30/26	Proposed Budget FY2027
Revenues					
Assessments - On Roll	\$ 1,089,667	\$ 718,261	\$ 200,597	\$ 918,859	\$ 2,026,291
Assessments - Direct (Unplatted)	\$ 90,409	\$ 195,911	\$ 65,304	\$ 261,215	\$ 69,470
Interest Income	\$ -	\$ 4,185	\$ 1,395	\$ 5,580	\$ -
Total Revenues	\$ 1,180,076	\$ 918,358	\$ 267,296	\$ 1,185,654	\$ 2,095,761
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 12,000	\$ 3,800	\$ 6,000	\$ 9,800	\$ 12,000
Employer FICA Expense	\$ 918	\$ 291	\$ 459	\$ 750	\$ 918
Engineering	\$ 15,000	\$ 1,558	\$ 8,063	\$ 9,620	\$ 15,000
Attorney	\$ 25,000	\$ 11,463	\$ 12,500	\$ 23,963	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ 5,800	\$ 5,800	\$ 5,900
Assessment Administration	\$ 5,150	\$ 5,150	\$ -	\$ 5,150	\$ 5,150
Arbitrage	\$ 900	\$ 900	\$ -	\$ 900	\$ 1,350
Dissemination	\$ 8,755	\$ 3,090	\$ 3,090	\$ 6,180	\$ 6,180
Disclosure Software	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Trustee Fees	\$ 10,242	\$ 12,141	\$ -	\$ 12,141	\$ 12,141
Management Fees	\$ 41,200	\$ 20,600	\$ 20,600	\$ 41,200	\$ 45,000
Information Technology	\$ 1,947	\$ 974	\$ 974	\$ 1,947	\$ 1,947
Website Maintenance	\$ 1,298	\$ 649	\$ 649	\$ 1,298	\$ 1,298
Postage & Delivery	\$ 250	\$ 1,022	\$ 540	\$ 1,562	\$ 1,500
Insurance	\$ 6,934	\$ 5,732	\$ -	\$ 5,732	\$ 6,305
Copies	\$ 750	\$ 24	\$ 375	\$ 399	\$ 750
Legal Advertising	\$ 5,000	\$ 642	\$ 2,500	\$ 3,142	\$ 5,000
Other Current Charges	\$ 2,500	\$ 286	\$ 480	\$ 766	\$ 2,500
Office Supplies	\$ 625	\$ 14	\$ 60	\$ 74	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 147,644	\$ 73,507	\$ 62,089	\$ 135,596	\$ 153,739
<i>Operations & Maintenance</i>					
Field Expenditures					
Property Insurance	\$ 30,000	\$ 21,878	\$ -	\$ 21,878	\$ 50,000
Field Management	\$ 15,450	\$ 7,725	\$ 7,725	\$ 15,450	\$ 25,000
Landscaping Replacement	\$ 40,000	\$ 7,511	\$ 32,489	\$ 40,000	\$ 40,000
Streetlights	\$ 40,000	\$ 54,648	\$ 60,931	\$ 115,578	\$ 150,000
Electric	\$ 5,000	\$ 1,091	\$ 1,200	\$ 2,291	\$ 5,000
Water & Sewer	\$ 30,000	\$ 89,073	\$ 102,000	\$ 191,073	\$ 210,000
Landscape Maintenance	\$ 400,000	\$ 130,630	\$ 138,090	\$ 268,720	\$ 700,000
Lake Maintenance	\$ 2,400	\$ 1,200	\$ 1,200	\$ 2,400	\$ 2,400
Irrigation Repairs	\$ 15,000	\$ 2,679	\$ 10,769	\$ 13,449	\$ 15,000
General Repairs & Maintenance	\$ 10,000	\$ 2,095	\$ 7,905	\$ 10,000	\$ 20,000
Holiday Decorations	\$ 10,000	\$ 6,830	\$ -	\$ 6,830	\$ 28,500
Field Contingency	\$ 58,233	\$ 292	\$ 29,117	\$ 29,409	\$ 15,000
Wall and Fence Repair	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Stormwater Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Capital Outlay	\$ -	\$ 58,930	\$ -	\$ 58,930	\$ -
Subtotal Field Expenditures	\$ 656,083	\$ 384,582	\$ 391,425	\$ 776,008	\$ 1,440,900

Crosswinds East
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Total Thru 09/30/26	Proposed Budget FY2027
Amenities Expenditures					
Amenity - Electric	\$ 50,000	\$ 2,985	\$ 3,000	\$ 5,985	\$ 45,000
Amenity - Water	\$ 30,000	\$ 4,502	\$ 4,800	\$ 9,302	\$ 35,000
Playground & Furniture Lease	\$ 97,349	\$ 21,175	\$ 21,175	\$ 42,349	\$ 101,823
Internet	\$ 4,000	\$ 160	\$ 120	\$ 280	\$ 2,500
Pest Control	\$ 4,000	\$ 360	\$ 360	\$ 720	\$ 10,000
Janitorial Services	\$ 48,000	\$ 6,620	\$ 7,200	\$ 13,820	\$ 62,000
Security Services	\$ 52,000	\$ 1,440	\$ 26,000	\$ 27,440	\$ 125,000
Pool Maintenance	\$ 36,000	\$ 9,000	\$ 9,000	\$ 18,000	\$ 64,200
Swimming Pool Permit	\$ -	\$ 280	\$ 280	\$ 561	\$ 600
Amenity Repairs & Maintenance	\$ 20,000	\$ 510	\$ 19,490	\$ 20,000	\$ 20,000
Amenity Access Management	\$ 15,000	\$ 7,500	\$ 7,500	\$ 15,000	\$ 15,000
Amenities Contingency	\$ 20,000	\$ 14,280	\$ 5,720	\$ 20,000	\$ 20,000
Subtotal Amenity Expenditures	\$ 376,349	\$ 68,811	\$ 104,645	\$ 173,456	\$ 501,123
Total Operations & Maintenance:	\$ 1,032,432	\$ 453,393	\$ 496,071	\$ 949,464	\$ 1,942,023
Total Expenditures	\$ 1,180,076	\$ 526,900	\$ 558,160	\$ 1,085,060	\$ 2,095,761
Excess Revenues / (Expenditures)	\$ (0)	\$ 391,457	\$ (290,864)	\$ 100,593	\$ -

Net Assessments	\$2,095,761
Add: Discounts & Collections 7%	\$157,745
Gross Assessments	\$2,253,507

Product	Assessable Units	ERU's	Total ERU's	Net Assessment	Net Per Unit	Gross Per Unit
Townhomes	530	0.75	398	\$405,871	\$765.79	\$823.43
Single Family	1587	1.00	1587	\$1,620,420	\$1,021.06	\$1,097.91
Unplatted - Townhomes	216	0.03	162	\$6,879	\$31.85	\$34.24
Unplatted - Single Family	1474	0.04	1474	\$62,591	\$42.46	\$45.66
	3807		3621	\$2,095,761		

Product	FY2027 Gross Per Unit	FY2026 Gross Per Unit	FY2027 Increase / (Decrease)
Townhomes	\$823.43	\$626.12	\$197.31
Single Family	\$1,097.91	\$834.83	\$263.08
SF (2A) Developed	\$1,097.91	\$43.85	\$1,054.06
Unplatted - Townhomes	\$34.24	\$32.89	\$1.36
Unplatted - Single Family	\$45.66	\$43.85	\$1.81

Crosswinds East

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Employer FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor compensation.

Engineering

Represents general engineering services provided by Dewberry Engineers Inc., including but not limited to attendance and preparation for monthly Board meetings, review of invoices, and support for various projects as directed by the Board of Supervisors and the District Manager.

Attorney

Represents general legal services provided by Kilinski Van Wyk, PLLC., including but not limited to attendance and preparation for meetings, preparation and review of agreements, resolutions, and other legal matters as directed by the Board of Supervisors and the District Manager.

Annual Audit

Represents costs associated with the annual independent audit of the District's financial statements in accordance with Florida Statutes, conducted by Grau & Associates, an independent certified public accountant.

Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

Represents costs associated with arbitrage rebate compliance services provided by American Municipal Tax-Exempt Compliance (AMTEC) for the District's Series 2024 and Series 2025 Bonds, as well as any future bond issuances, in accordance with federal regulations.

Dissemination

Represents costs associated with the compliance of the Securities and Exchange Commission (SEC) Rule 15c2-12(b)(5), including continuing disclosure and reporting requirements for the District's bond issuances. The District has contracted with Governmental Management Services – Central Florida, LLC to provide these services.

Crosswinds East

Community Development District

General Fund Budget

Disclosure Software

The District has contracted with Disclosure Technology Services, LLC. to provide software platform for filing various reports required in accordance with the Continuing Disclosure Agreements for the various bond issue(s).

Trustee Fees

Represents costs associated with trustee services for the District's Series 2024 and Series 2025 Bonds, as well as other anticipated bond issuances, provided by U.S. Bank, including administration of bond funds, processing of payments, and compliance with trust indenture requirements.

Management Fees

Represents costs associated with management, accounting, and administrative services provided under a Management Agreement with Governmental Management Services – Central Florida, LLC, including but not limited to recording and transcription of Board meetings, administrative services, budget preparation, financial reporting, and coordination of the annual audit.

Information Technology

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

Website Maintenance

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

Postage & Delivery

Represents costs associated with mailing of Board meeting agenda packages, overnight deliveries, and general correspondence for District operations.

Insurance

Represents costs associated with the District's general liability and public officials' liability insurance coverage provided by the Florida Insurance Alliance (FIA).

Copies

Represents costs associated with printing of Board meeting agenda packages, printing of computerized checks, and procurement of stationery, envelopes, and other administrative materials.

Legal Advertising

Represents costs associated with advertising required notices for Board meetings, public hearings, and other official District actions in a newspaper of general circulation.

Other Current Charges

Represents bank charges and other miscellaneous expenses incurred during the fiscal year.

Crosswinds East

Community Development District

General Fund Budget

Office Supplies

Represents costs associated with office supplies purchased during the fiscal year, including paper, minute books, file folders, labels, paper clips, and other administrative materials used in District operations.

Dues, Licenses & Subscriptions

Represents the annual special district fee of \$175 paid to the Florida Department of Economic Opportunity, as required by Florida Statutes, to maintain the District's active status and compliance with state reporting requirements.

Operations & Maintenance:

Property Insurance

Represents costs associated with the District's property insurance coverage provided by the Florida Insurance Alliance (FIA).

Field Management

Represents costs associated with onsite field management services provided by Governmental Management Services – Central Florida, LLC, including contract oversight, site inspections, vendor coordination, and response to resident inquiries.

Landscape Replacement

Represents estimated costs associated with the replacement of landscaping within the District's common areas.

Streetlights

Represents costs associated with street lighting services for streetlights currently installed and anticipated within the District boundaries, provided by Duke Energy.

Electric

Represents costs associated with electric utility services for common areas currently in operation within the District, provided by Duke Energy.

Water & Sewer

Represents costs associated with water and sewer utility services for common areas within the District, provided by the City of Haines City.

Landscape Maintenance

Represents costs associated with ongoing landscape maintenance of the District's common areas, including mowing, trimming, edging, and maintenance of landscaped areas.

Lake Maintenance

Represents costs associated with lake maintenance services provided by Aquatic Weed Management, Inc., including routine inspection, treatment, and management of aquatic vegetation within the District.

Irrigation Repairs

Represents the estimated costs associated with the maintenance and repair of the District's irrigation system, including sprinklers and related components.

Crosswinds East

Community Development District

General Fund Budget

General Repairs & Maintenance

Represents the estimated costs of general repairs and maintenance of the District's common areas.

Holiday Decorations

Represents costs associated with installation, maintenance, and removal of seasonal and holiday decorations within the District's common areas.

Field Contingency

Represents funds allocated for unforeseen field-related expenses that may arise during the fiscal year.

Wall and Fence Repair

Represents costs associated with the repair and replacement of District walls and fencing to maintain proper condition and appearance.

Stormwater Maintenance

Represents costs associated with maintaining the District's stormwater system, including inspection, cleaning, and repair of ponds, control structures, and drainage infrastructure.

Pressure Washing

Represents costs associated with routine pressure washing of the District's common area's to maintain cleanliness, appearance, and long-term condition.

Amenity Expenditures

Amenity - Electric

Represents electric utility costs associated with the operation of existing amenity facilities and anticipated additional usage, provided by Duke Energy.

Amenity - Water

Represents water and sewer utility costs associated with the operation of existing amenity facilities and anticipated additional usage, provided by the City of Haines City.

Playground & Furniture Lease

Represents costs associated with leasing playground equipment within the District, including existing installations and additional equipment anticipated.

Internet

Represents costs associated with internet service supporting operations and connectivity at the District's amenity facilities, provided by Summit Broadband.

Pest Control

Represents costs associated with pest control services for the District's amenity facilities, provided by Massey Services, Inc.

Crosswinds East

Community Development District

General Fund Budget

Janitorial Services

Represents costs associated with janitorial services for the District's amenity facilities, including routine cleaning and maintenance, provided by Clean Star Services of Central Florida, Inc.

Security Services

Represents costs associated with professional security services for the District's amenity facilities, including staffing, monitoring, and enforcement of facility policies.

Pool Maintenance

Represents costs associated with routine cleaning and chemical treatment of the District's pool facilities, provided by Resort Pool Services.

Swimming Pool Permit

Represents costs associated with regulatory permits required by the Florida Department of Health for the operation of the District's pool facilities, including existing and future pools.

Amenity Repairs & Maintenance

Represents estimated costs associated with the maintenance and repair of the District's amenity facilities to ensure proper operation and appearance.

Amenity Access Management

Represents costs associated with administering access to the District's amenity facilities, including credential issuance, resident verification, and support for access related issues.

Amenities Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Crosswinds East
Community Development District
Proposed Budget
Debt Service Fund
Series 2024 Assessment Area One

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Total Thru 09/30/26	Proposed Budget FY2027
Revenues					
Assessments	\$ 1,783,400	\$ 1,394,062	\$ 389,338	\$ 1,783,400	\$ 1,783,400
Interest	\$ 48,370	\$ 45,879	\$ 15,293	\$ 61,172	\$ 30,586
Carry Forward Surplus ⁽¹⁾	\$ 860,479	\$ 860,848	\$ -	\$ 860,848	\$ 915,901
Total Revenues	\$ 2,692,248	\$ 2,300,789	\$ 404,631	\$ 2,705,420	\$ 2,729,887
Expenditures					
Interest - 11/1	\$ 704,759	\$ 704,759	\$ -	\$ 704,759	\$ 695,972
Principal - 5/1	\$ 380,000	\$ -	\$ 380,000	\$ 380,000	\$ 400,000
Interest - 5/1	\$ 704,759	\$ -	\$ 704,759	\$ 704,759	\$ 695,972
Total Expenditures	\$ 1,789,519	\$ 704,759	\$ 1,084,759	\$ 1,789,519	\$ 1,791,944
Other Financing Sources/(Uses)					
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenues/(Expenditures)	\$ 902,730	\$ 1,596,029	\$ (680,128)	\$ 915,901	\$ 937,943
				Interest - 11/1/27	\$ 686,721.88

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Townhome	120	\$138,000	\$1,150.00	\$1,236.56
Townhome - DR Horton	102	\$86,700	\$850.00	\$913.98
Townhome - West Bay	308	\$261,800	\$850.00	\$913.98
Single Family - 40'	258	\$425,700	\$1,650.00	\$1,774.19
Single Family - 50'	528	\$871,200	\$1,650.00	\$1,774.19
Total ERU's	1316	\$1,783,400		

Crosswinds East
Community Development District
Series 2024 Special Assessment Bonds Area One
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
11/01/26	\$ 25,040,000.00	\$ -	\$ 695,971.88	\$ 1,780,731.25
05/01/27	\$ 25,040,000.00	\$ 400,000.00	\$ 695,971.88	
11/01/27	\$ 24,640,000.00	\$ -	\$ 686,721.88	\$ 1,782,693.75
05/01/28	\$ 24,640,000.00	\$ 415,000.00	\$ 686,721.88	
11/01/28	\$ 24,225,000.00	\$ -	\$ 677,125.00	\$ 1,778,846.88
05/01/29	\$ 24,225,000.00	\$ 435,000.00	\$ 677,125.00	
11/01/29	\$ 23,790,000.00	\$ -	\$ 667,065.63	\$ 1,779,190.63
05/01/30	\$ 23,790,000.00	\$ 455,000.00	\$ 667,065.63	
11/01/30	\$ 23,335,000.00	\$ -	\$ 656,543.75	\$ 1,778,609.38
05/01/31	\$ 23,335,000.00	\$ 480,000.00	\$ 656,543.75	
11/01/31	\$ 22,855,000.00	\$ -	\$ 645,443.75	\$ 1,781,987.50
05/01/32	\$ 22,855,000.00	\$ 505,000.00	\$ 645,443.75	
11/01/32	\$ 22,350,000.00	\$ -	\$ 631,556.25	\$ 1,782,000.00
05/01/33	\$ 22,350,000.00	\$ 535,000.00	\$ 631,556.25	
11/01/33	\$ 21,815,000.00	\$ -	\$ 616,843.75	\$ 1,783,400.00
05/01/34	\$ 21,815,000.00	\$ 560,000.00	\$ 616,843.75	
11/01/34	\$ 21,255,000.00	\$ -	\$ 601,443.75	\$ 1,778,287.50
05/01/35	\$ 21,255,000.00	\$ 595,000.00	\$ 601,443.75	
11/01/35	\$ 20,660,000.00	\$ -	\$ 585,081.25	\$ 1,781,525.00
05/01/36	\$ 20,660,000.00	\$ 630,000.00	\$ 585,081.25	
11/01/36	\$ 20,030,000.00	\$ -	\$ 567,756.25	\$ 1,782,837.50
05/01/37	\$ 20,030,000.00	\$ 665,000.00	\$ 567,756.25	
11/01/37	\$ 19,365,000.00	\$ -	\$ 549,468.75	\$ 1,782,225.00
05/01/38	\$ 19,365,000.00	\$ 700,000.00	\$ 549,468.75	
11/01/38	\$ 18,665,000.00	\$ -	\$ 530,218.75	\$ 1,779,687.50
05/01/39	\$ 18,665,000.00	\$ 740,000.00	\$ 530,218.75	
11/01/39	\$ 17,925,000.00	\$ -	\$ 509,868.75	\$ 1,780,087.50
05/01/40	\$ 17,925,000.00	\$ 780,000.00	\$ 509,868.75	
11/01/40	\$ 17,145,000.00	\$ -	\$ 488,418.75	\$ 1,778,287.50
05/01/41	\$ 17,145,000.00	\$ 825,000.00	\$ 488,418.75	
11/01/41	\$ 15,445,000.00	\$ -	\$ 465,731.25	\$ 1,779,150.00

Crosswinds East
Community Development District
Series 2024 Special Assessment Bonds Area One
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
05/01/42	\$ 13,545,000.00	\$ 875,000.00	\$ 465,731.25	
11/01/42	\$ 13,545,000.00	\$ -	\$ 441,668.75	\$ 1,782,400.00
05/01/43	\$ 13,545,000.00	\$ 925,000.00	\$ 441,668.75	\$ -
11/01/43	\$ 13,545,000.00	\$ -	\$ 416,231.25	\$ 1,782,900.00
05/01/44	\$ 13,545,000.00	\$ 975,000.00	\$ 416,231.25	\$ -
11/01/44	\$ 13,545,000.00	\$ -	\$ 389,418.75	\$ 1,780,650.00
05/01/45	\$ 13,545,000.00	\$ 1,030,000.00	\$ 389,418.75	
11/01/45	\$ 12,515,000.00	\$ -	\$ 359,806.25	\$ 1,779,225.00
05/01/46	\$ 12,515,000.00	\$ 1,095,000.00	\$ 359,806.25	
11/01/46	\$ 11,420,000.00	\$ -	\$ 328,325.00	\$ 1,783,131.25
05/01/47	\$ 11,420,000.00	\$ 1,155,000.00	\$ 328,325.00	
11/01/47	\$ 10,265,000.00	\$ -	\$ 295,118.75	\$ 1,778,443.75
05/01/48	\$ 10,265,000.00	\$ 1,225,000.00	\$ 295,118.75	
11/01/48	\$ 9,040,000.00	\$ -	\$ 259,900.00	\$ 1,780,018.75
05/01/49	\$ 9,040,000.00	\$ 1,300,000.00	\$ 259,900.00	
11/01/49	\$ 7,740,000.00	\$ -	\$ 222,525.00	\$ 1,782,425.00
05/01/50	\$ 7,740,000.00	\$ 1,375,000.00	\$ 222,525.00	
11/01/50	\$ 6,365,000.00	\$ -	\$ 182,993.75	\$ 1,780,518.75
05/01/51	\$ 6,365,000.00	\$ 1,455,000.00	\$ 182,993.75	
11/01/51	\$ 4,910,000.00	\$ -	\$ 141,162.50	\$ 1,779,156.25
05/01/52	\$ 4,910,000.00	\$ 1,545,000.00	\$ 141,162.50	
11/01/52	\$ 3,365,000.00	\$ -	\$ 96,743.75	\$ 1,782,906.25
05/01/53	\$ 3,365,000.00	\$ 1,635,000.00	\$ 96,743.75	
11/01/53	\$ 1,730,000.00	\$ -	\$ 49,737.50	\$ 1,781,481.25
05/01/54	\$ 1,730,000.00	\$ 1,730,000.00	\$ 49,737.50	\$ 1,779,737.50
		\$ 25,785,000.00	\$ 28,599,357.78	\$ 54,384,357.78

Crosswinds East
Community Development District
Proposed Budget
Debt Service Fund
Series 2024 Assessment Area Two

Description	Adopted Budget FY2026	Actuals Thru 03/31/26	Projected Next 6 Months	Total Thru 09/30/26	Proposed Budget FY2027
Revenues					
Assessments	\$ 428,982	\$ 266,130	\$ 162,852	\$ 428,982	\$ 428,982
Interest	\$ 11,790	\$ 4,964	\$ 1,655	\$ 6,619	\$ 3,309
Carry Forward Surplus ⁽¹⁾	\$ 172,692	\$ 172,896	\$ -	\$ 172,896	\$ 172,674
Total Revenues	\$ 613,465	\$ 443,990	\$ 164,507	\$ 608,497	\$ 604,966
Expenditures					
Interest - 11/1	\$ 165,103	\$ 165,103	\$ -	\$ 165,103	\$ 162,853
Principal - 5/1	\$ 100,000	\$ -	\$ 100,000	\$ 100,000	\$ 105,000
Interest - 5/1	\$ 165,103	\$ -	\$ 165,103	\$ 165,103	\$ 162,853
Total Expenditures	\$ 430,205	\$ 165,103	\$ 265,103	\$ 430,205	\$ 430,705
Other Financing Sources/(Uses)					
Transfer In/(Out)	\$ -	\$ (3,745)	\$ (1,873)	\$ (5,618)	\$ -
Total Other Sources/(Uses)	\$ -	\$ (3,745)	\$ (1,873)	\$ (5,618)	\$ -
Excess Revenues/(Expenditures)	\$ 183,260	\$ 275,142	\$ (102,468)	\$ 172,674	\$ 174,261
				Interest - 11/1/27	\$ 160,490.00

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Single Family - 40'	172	\$335,386	\$1,949.92	\$2,096.69
Single Family - 50'	48	\$93,596	\$1,949.92	\$2,096.69
Total ERU's	220	\$428,982		

Crosswinds East
Community Development District
Series 2024 Special Assessment Bonds Area Two
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
11/01/26	\$ 6,205,000.00	\$ -	\$ 162,852.50	\$ 427,955.00
05/01/27	\$ 6,205,000.00	\$ 105,000.00	\$ 162,852.50	
11/01/27	\$ 6,100,000.00	\$ -	\$ 160,490.00	\$ 428,342.50
05/01/28	\$ 6,100,000.00	\$ 110,000.00	\$ 160,490.00	
11/01/28	\$ 5,990,000.00	\$ -	\$ 158,015.00	\$ 428,505.00
05/01/29	\$ 5,990,000.00	\$ 115,000.00	\$ 158,015.00	
11/01/29	\$ 5,875,000.00	\$ -	\$ 155,427.50	\$ 428,442.50
05/01/30	\$ 5,875,000.00	\$ 120,000.00	\$ 155,427.50	
11/01/30	\$ 5,755,000.00	\$ -	\$ 152,727.50	\$ 428,155.00
05/01/31	\$ 5,755,000.00	\$ 125,000.00	\$ 152,727.50	
11/01/31	\$ 5,630,000.00	\$ -	\$ 149,915.00	\$ 427,642.50
05/01/32	\$ 5,630,000.00	\$ 130,000.00	\$ 149,915.00	
11/01/32	\$ 5,500,000.00	\$ -	\$ 146,567.50	\$ 426,482.50
05/01/33	\$ 5,500,000.00	\$ 135,000.00	\$ 146,567.50	
11/01/33	\$ 5,365,000.00	\$ -	\$ 143,091.25	\$ 424,658.75
05/01/34	\$ 5,365,000.00	\$ 145,000.00	\$ 143,091.25	
11/01/34	\$ 5,220,000.00	\$ -	\$ 139,357.50	\$ 427,448.75
05/01/35	\$ 5,220,000.00	\$ 150,000.00	\$ 139,357.50	
11/01/35	\$ 5,070,000.00	\$ -	\$ 135,495.00	\$ 424,852.50
05/01/36	\$ 5,070,000.00	\$ 160,000.00	\$ 135,495.00	
11/01/36	\$ 4,910,000.00	\$ -	\$ 131,375.00	\$ 426,870.00
05/01/37	\$ 4,910,000.00	\$ 170,000.00	\$ 131,375.00	
11/01/37	\$ 4,740,000.00	\$ -	\$ 126,997.50	\$ 428,372.50
05/01/38	\$ 4,740,000.00	\$ 175,000.00	\$ 126,997.50	
11/01/38	\$ 4,565,000.00	\$ -	\$ 122,491.25	\$ 424,488.75
05/01/39	\$ 4,565,000.00	\$ 185,000.00	\$ 122,491.25	
11/01/39	\$ 4,380,000.00	\$ -	\$ 117,727.50	\$ 425,218.75
05/01/40	\$ 4,380,000.00	\$ 195,000.00	\$ 117,727.50	
11/01/40	\$ 4,185,000.00	\$ -	\$ 112,706.25	\$ 425,433.75
05/01/41	\$ 4,185,000.00	\$ 205,000.00	\$ 112,706.25	
11/01/41	\$ 3,765,000.00	\$ -	\$ 107,427.50	\$ 425,133.75

Crosswinds East
Community Development District
Series 2024 Special Assessment Bonds Area Two
Amortization Schedule

Date	Balance	Prinicipal	Interest	Total
05/01/42	\$ 3,295,000.00	\$ 215,000.00	\$ 107,427.50	
11/01/42	\$ 3,295,000.00	\$ -	\$ 101,891.25	\$ 424,318.75
05/01/43	\$ 3,295,000.00	\$ 230,000.00	\$ 101,891.25	\$ -
11/01/43	\$ 3,295,000.00	\$ -	\$ 95,968.75	\$ 427,860.00
05/01/44	\$ 3,295,000.00	\$ 240,000.00	\$ 95,968.75	\$ -
11/01/44	\$ 3,295,000.00	\$ -	\$ 89,788.75	\$ 425,757.50
05/01/45	\$ 3,295,000.00	\$ 255,000.00	\$ 89,788.75	
11/01/45	\$ 3,040,000.00	\$ -	\$ 82,840.00	\$ 427,628.75
05/01/46	\$ 3,040,000.00	\$ 270,000.00	\$ 82,840.00	
11/01/46	\$ 2,770,000.00	\$ -	\$ 75,482.50	\$ 428,322.50
05/01/47	\$ 2,770,000.00	\$ 285,000.00	\$ 75,482.50	
11/01/47	\$ 2,485,000.00	\$ -	\$ 67,716.25	\$ 428,198.75
05/01/48	\$ 2,485,000.00	\$ 300,000.00	\$ 67,716.25	
11/01/48	\$ 2,185,000.00	\$ -	\$ 59,541.25	\$ 427,257.50
05/01/49	\$ 2,185,000.00	\$ 315,000.00	\$ 59,541.25	
11/01/49	\$ 1,870,000.00	\$ -	\$ 50,957.50	\$ 425,498.75
05/01/50	\$ 1,870,000.00	\$ 335,000.00	\$ 50,957.50	
11/01/50	\$ 1,535,000.00	\$ -	\$ 41,828.75	\$ 427,786.25
05/01/51	\$ 1,535,000.00	\$ 355,000.00	\$ 41,828.75	
11/01/51	\$ 1,180,000.00	\$ -	\$ 32,155.00	\$ 428,983.75
05/01/52	\$ 1,180,000.00	\$ 370,000.00	\$ 32,155.00	
11/01/52	\$ 810,000.00	\$ -	\$ 22,072.50	\$ 424,227.50
05/01/53	\$ 810,000.00	\$ 395,000.00	\$ 22,072.50	
11/01/53	\$ 415,000.00	\$ -	\$ 11,308.75	\$ 428,381.25
05/01/54	\$ 415,000.00	\$ 415,000.00	\$ 11,308.75	\$ 426,308.75
		\$ 6,400,000.00	\$ 6,463,479.89	\$ 12,863,479.89

SECTION V

**DEVELOPER’S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Lauren O. Schwenk, as Manager of GLK Real Estate LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, Lauren O. Schwenk, as manager and authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Crosswinds East Community Development District (“**District**”) to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement (“**Contractor Agreement**”) between Developer and the Kearney Companies, LLC (“**Contractor**”), dated April __, 2026, including all change orders approved to date, and attached hereto as **Exhibit A**, either
 - a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
 - b. _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District’s acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
 - a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
 - b. _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or

c. _____ Developer will furnish a demand note agreement in satisfactory form to the District.

(vi) Developer

a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or

b. _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of May 2026.

GLK Real Estate LLC

[Print Name]

By: _____
Name: Lauren O. Schwenk, Manager

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Lauren O. Schwenk, Manager of GLK Real Estate LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**Crosswinds East
Community Development District**

Witness

Print Name of Witness

Chairperson, Board of Supervisors

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Warren K. (“Rennie”) Heath, II, Chairperson of the Crosswinds East Community Development District, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**EXHIBIT A
CONTRACTOR AGREEMENT**

[Attached beginning at following page.]

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

CROSSWINDS EAST CDD— PHASE 2A MASTER CONSTRUCTION SERVICES

This Agreement is by and between GLK Real Estate LLC (“Owner”) and The Kearney Companies, LLC (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work shall include related services such as testing, start-up, and commissioning, all as required by the Contract Documents

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Master construction services for Crosswinds East CDD Phase 2A (the “Project”), including clearing and earthwork, paving, sanitary sewer, water distribution, reclaim water distribution, storm drainage and offsite improvements, per the plans titled Crosswinds East Subdivision Phase 2A – Site Development Construction Plans, dated February 18, 2026, as supplemented by the plans titled Crosswinds East Phase 2 Offsite Utility for Baker Dairy Road dated November 10, 2023, as amended.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Absolute Engineering Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Project start date will be determined by the date of the pre-construction meeting as evidenced by the issuance of the Notice to Proceed and with a stipulated date for Project Completion as provided in the revised project completion schedule established at the pre-

construction meeting with the regulatory agencies with jurisdiction over the Project. The revised project completion date shall be evidenced in writing by the Parties.

~~4.02~~ *Contract Times: Dates*

- ~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within two hundred ninety-nine **(299)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within three hundred twenty-five **(325)** calendar days after the date when the Contract Times commence to run.

ALL CALENDAR DAY DURATIONS STATED ABOVE SHALL BE INCLUSIVE OF THE TIME NECESSARY FOR SHOP DRAWING PREPARATION, REVIEW, AND APPROVAL, AND PROCUREMENT, FABRICATION AND DELIVERY OF ALL MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT.

~~4.04~~ *Milestones*

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 [event & date/days]~~
 - ~~2. Milestone 2 [event & date/days]~~
 - ~~3. Milestone 3 [event & date/days]~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 - ~~3. *Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial~~

Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- ~~B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~
- ~~C. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

4.06 — *Special Damages*

- ~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- ~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5— CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **Twelve Million Nine Hundred Nine Thousand Ninety-One Dollars and Seventy-Nine Cents (\$12,909,091.79)**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Pricing is inclusive of all sales tax. Change Orders shall be based on the unit pricing provided by the Contractor, subject to Article 11 of the General Conditions.

- B. THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS EXCEPT AS SPECIFICALLY SET FORTH HEREIN. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET**

COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR EXCEPT AS DESCRIBED IN ADDENDUM NO. 1. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED AND NOT BE PART OF THIS CONTRACT.

- ~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

- ~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **#{number}**.~~
- D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor’s Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor’s Bid attached hereto, shall only be used in connection with pricing for change orders. The Lump Sum Bid Price and Unit Pricing provided for tools, materials, supplies, equipment, fuel or labor shall not be subject to any cost adjustment for any reason unless authorized per an addendum to this contract contained within the Bid Package.

Notwithstanding the above, in the event Owner requests a change in the scope of Work beyond simple extensions to existing work, Contractor and Owner shall negotiate reasonable adjustments to unit prices for such changes in scope of Work.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Following assignment to a governmental entity as set forth herein, Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. ~~on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.~~ All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes. Retainage to be reduced to 2.5% upon 50% completion at Owner's discretion.
- ~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~
- ~~a. [number] percent of the value of the Work completed (with the balance being retainage).~~
- ~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- ~~b. [number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~
- B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work ("Completion of Work"), in accordance with Paragraph 15.05 and 15.06 of the General Conditions, and subject to final acceptance by Polk County, the City of Haines City, the local utility provider, and/or any other unit of local government as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from twenty-five (25) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes. ~~All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement as modified herein.
 2. Bonds:
 - a. Form of Performance bond (together with power of attorney).
 - b. Form of Payment bond (together with power of attorney).
 - ~~c. Bid bond (together with power of attorney)~~
 3. General Conditions as modified therein.
 4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
 5. ~~Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).~~
 6. Sheet Index of Drawings, as listed on the plans titled *Crosswinds East Subdivision Phase 2A – Site Development Construction Plans*, dated February 18, 2026, as supplemented by the construction plans titled *Crosswinds East Phase 2 Offsite Utility for Baker Dairy Road*, dated November 10, 2023, as amended.
 7. Contract Addenda (Addendum No. 1, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid, excluding any reference or notations regarding any changes or adjustment to Contractor’s Lump Sum Bid Price or Unit Pricing for tools, materials, supplies, equipment, fuel or labor, dated April 9, 2026.
 - b. Bid Schedule
 - c. Bid Summary and Bid Quantities, dated April 9, 2026.
 - d. Bid Addendums No. 1 and No. 2.
 - e. Report of Geotechnical Engineering Evaluation for Crosswinds East Phase 2, dated December 9, 2022, revised October 5, 2023 (FES PROJECT NO.: 22-5652 (Rev.2)).

~~d. Technical Specifications as set forth in the Supplemental Conditions~~

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.
14. Contractor acknowledges and agrees that there shall be no adjustments in the Unit Pricing or the Lump Sum Bid Price as a result of any increase in cost to Contractor for tools, materials, supplies, equipment, fuel or labor, except as described at Addendum No. 1.
15. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

- A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 Assignment of Warranties

- A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier’s and/or subcontractor’s consent to assign said warranties to Owner.

9.04 Construction Defects

- A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.05 Restriction on Removal of Fill Dirt from Work Site

- A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.06 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.

9.07 Assignment of Contract

- A. It is the intent of the Owner that this Agreement will be assigned to the Crosswinds East Community Development District (“District”), a local unit of special purpose government. Upon assignment, Sections 9.08 through 9.14 shall apply. In addition, any requirements or provisions of this Agreement, including those contained in the General Conditions or Supplementary Conditions, or any other provision regarding public construction projects, payment and performance bonds, or the direct purchase of materials as provided herein, shall be applicable upon assignment.
- B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.08 Public Records

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract 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. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall:

- 1) keep and maintain public records required by the District to perform the service;
- 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 841-5524, FAX: (407) 839-1526, OR EMAIL: RECORDREQUEST@GMSCFL.COM.

9.09 Public Entity Crimes

A. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.10 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies and Other Entities that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies and Other Entities that Boycott Israel List, or engaged in a boycott of Israel, the Owner may immediately terminate this Contract.

9.11 E-Verify.

The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register

with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 Direct Purchase of Materials

A. Upon assignment of this Contract to the District, Owner shall be a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate, and the provisions of this Section 9.12 shall apply. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

1. Owner will be entitled to a reduction in the Lump Sum Bid amount provided in Section 5.01.A. in an amount equal to the actual Unit Cost of all Direct Purchased Materials, together with the applicable sales tax related to such Unit Cost included as part of Contractor's bid. Owner shall also be entitled to any discounted Unit Costs quoted to Contractor by a vendor.

2. Direct Purchased Materials paid for by Owner shall be the property of Owner and any unused Direct Purchased Materials returned to vendor or otherwise sold or transferred by Owner shall not be subject to any claim by Contractor under this Contract.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have

EJCDC® C-700, Standard General Conditions of the Construction Contract.

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attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

9.13 Foreign Influence

Contractor understands that under Section 286.101, Florida Statutes, Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a Foreign country of concern as that term is defined within the above referenced statute.

9.14 Anti-Human Trafficking Requirements

Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, Florida Statutes. Contractor agrees to execute an affidavit in a form acceptable to the Owner in compliance with Section 787.06(14), Florida Statutes.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2026 (which is the Effective Date of the Contract).

Owner:

GLK Real Estate LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Lauren O. Schwenk

(typed or printed)

Title:

Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

346 East Central Avenue

Winter Haven, Florida 33880

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor: The Kearney Companies, LLC.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

Florida

**ADDENDUM NO. 1 TO EJCDC LUMP SUM PRICE CONTRACT
CROSSWINDS EAST CDD– PHASE 2A MASTER CONSTRUCTION SERVICES
POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS**

This Addendum No. 1 made this _____ day of February in the year 2026 is made contemporaneous with and supplements the Agreement dated _____, 2026, between

GLK Real Estate LLC, OWNER

and

The Kearney Companies, LLC., CONTRACTOR

for the following:

Crosswinds East CDD Phase 2A Master Construction Services (the "Project"), including clearing and earthwork, paving, sanitary sewer, water distribution, reclaim water distribution, storm drainage and offsite improvements, per the plans titled *Crosswinds East Subdivision Phase 2A – Site Development Construction Plans*, dated February 18, 2026, as supplemented by the plans titled *Crosswinds East Phase 2 Offsite Utility for Baker Dairy Road* dated November 10, 2023, as amended.

Terms used in this Addendum, unless otherwise defined, shall have the same meaning as defined in the Agreement.

1. POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL. As of the date of this Amendment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). This Amendment provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in Schedule A to this Amendment.

2. BASELINE PRICE AND TIME. Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Amendment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in Schedule A to this Amendment.

2.1. Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.

3. ADJUSTMENT IN BASELINE PRICE. If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within ten (10) days from the date the basis for an equitable adjustment to the Contract Price arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for Potentially Time and Price-Impacted Material shall not include any amount for markup, including overhead and profit.

3.1. In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.2. In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.3. The Contract Price shall not be adjusted by more than five (5%) percent of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is the fault of the Owner and is documented as such.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

4. TIME-IMPACT AND AVAILABILITY If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without any fault attributable to the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price in accordance with the Agreement. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays. Such steps shall include the expedited Shop Drawings submittal and response Milestone Dates set forth in the Agreement, immediate order of materials, and Owner direct purchase of materials, among other mitigation strategies.

OWNER: GLK Real Estate LLC

By _____

CONTRACTOR: The Kearney Companies, LLC.

By: _____

END OF DOCUMENT.

SCHEDULE A TO ADDENDUM NO. 1 POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

Potentially Time and Price-Impacted Materials should be identified and described with specificity. The methods for establishing the Baseline Price for a Potentially Time and Price-Impacted Material should be based upon an objective standard and include: 1) established market or catalog prices; 2) actual material costs; 3) material costs indices; and, 4) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified. Such Price-Impacted Materials must exceed the schedule of values line item by over 5% to be entitled to a Price adjustment. Further, submittal of at least two material supplier quotes for the same quantity and materials must accompany any request for a Price adjustment pursuant to this Amendment. Requests for Time based on unavailability of materials must be supported with milestone dates for delivery of materials in original bid and must be deemed reasonable with supporting affidavits by materials supplier and the time must deviate by more than 5% of schedule days.

1. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

2. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

3. [] Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

4. Potentially Time and Price-Impacted Material:

Baseline Price: []/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

(Attach additional sheets as necessary)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
CROSSWINDS EAST CDD—
PHASE 2A MASTER CONSTRUCTION SERVICES**

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work achieve Completion of Work – See Paragraph 15.06 (D) for definition.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the “District.”
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (“RPR”) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not

approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be lawfully utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, “Substantial Completion” shall be considered to be on the date which all improvements indicated in the construction plans, specifications, and other Contract Documents have been installed and constructed with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Substantial Completion shall include Contractor’s obligations for providing required testing, as-built plans, surveys, certifications, and other documentation associated with obtaining the final inspections and applicable written approvals and acceptances from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such approvals, acceptances, and certifications.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
51. Construction Manager – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommending the Work after a default or abandonment.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: ~~After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor,~~

~~with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within ~~10~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly

report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings,

Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. ~~The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on a date to be determined by the date indicated in the Notice to Proceed of the pre-construction meeting and as evidenced by the issuance of the Notice to Proceed. The Notice to Proceed shall include a stipulated date for the Project Completion as provided in the revised project completion schedule established at the pre-construction meeting with the regulatory agencies with jurisdiction over the Project. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed and the attendance at the preconstruction meeting. Notwithstanding the foregoing, to the extent the Contractor begins Work without a Notice to Proceed, such Work shall be deemed to be subject to the requirements of this Agreement. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:
1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, tropical storms, hurricanes, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions, that impacts Milestone scheduling on the *critical path*, are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys,

and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, or acts of God.

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

Furthermore, where the delivery of materials is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of the material, Contractor shall not be liable to the Owner for any additional cost or damages associated with such delays, and the Contractor shall receive an equitable adjustment to the Contract Time. In no event shall such procurement delays trigger liquidated damages or entitle the Contractor to additional payments for costs, profits, or overhead.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. At such time the Contractor may provide any additional impacts to the schedule and Contract to the Owner to review at its discretion. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.
5. Adjustments of Contract Price are subject to the limitations of Article 5 of the Construction Contract.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the

Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,~~ from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~ and
 3. Technical Data contained in such reports and drawings, if any.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *No Reliance by Contractor on Technical Data:* Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.
- D. *Limitations of Other Data and Documents:* ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
 5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from usual and customary varying soil conditions expected in the Work, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with expected usual and customary, unsuitable, and/or varying soils.
 6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all usual

and customary foreseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. *Contractor's Responsibilities:* Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of

all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with the latest revision of Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act";
 3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03, and the limitations of Article 5 of the Contract;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

~~A. *Reports and Drawings*: The Supplementary Conditions identify:~~

- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~
- ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~

- ~~3. Technical Data contained in such reports and drawings.~~
- B. ~~No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
 - ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- ~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, and subject to Florida’s Public Records Law, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida’s Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability

policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- ~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. ~~Owner and Contractor waive-waives~~ all rights against ~~each other and the respective~~ Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive-waives~~ all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- ~~B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
- ~~1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may

reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through Friday. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal~~ including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The

Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;

- 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
- b. will state:
- 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
- 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of

reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all applicable construction permits, and licenses, ~~and certificates of occupancy.~~ Owner shall

assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges and fees for permanent of utility ~~owners for connections for providing permanent service to the Work.~~ Contractor shall pay for any temporary utility connections fees and costs for the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary systems including generators, pumps, and service lines, if applicable. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to City of Haines City or Polk County, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such

changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

- 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
 1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be

compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to

perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, and their respective members, parents, partners,

subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and

proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may

impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer and the Construction Manager, if any, will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various

aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will

not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design

concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - ~~3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the~~

~~basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or~~
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. ~~Construction Equipment Rental~~ [RESERVED]

- 1) ~~— Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.~~
 - 2) ~~— Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~
 - 3) ~~— With respect to Work that is the result of a Change Order, Change Proposal, Claim, set off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.~~
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. ~~Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- ~~1. When the Work as a whole is performed on the basis of cost plus a fee, then:
 - ~~a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - ~~b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - ~~1) —When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - ~~2) —When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~~~~~
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions,

drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and~~

~~equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless written arrangements are made with Owner.~~

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing with a single list of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Engineer and Contractor shall review each item on the list and assign a completion cost value (Cost of Work as defined in Paragraph 13.01) to each item based on the schedule of values provided in Contractor's bid and other reasonable completion cost estimates as mutually agreed to by Contractor and Engineer. In the event the Contractor and Engineer cannot agree on a cost value, the amount determined by Engineer shall be used. Engineer shall complete the list within thirty (30) days of Final Inspection completion and shall have five (5) days from list completion to review and

provide to Contractor. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 20 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within ~~one year~~ two (2) years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of

such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change

Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a any material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may

thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):
 - ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
 - ~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
 - 1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 - 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 - 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;
 - 4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and
6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~ Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Polk County, Florida,

and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 No Third-Party Beneficiaries

A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.

SUPPLEMENTARY CONDITIONS

CROSSWINDS EAST CDD– PHASE 2A MASTER CONSTRUCTION SERVICES

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Report of Geotechnical Engineering Evaluation for Crosswinds East Phase 2, dated December 9, 2022, revised October 5, 2023 (FES PROJECT NO.: 22-5652 (Rev.2))

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

N/A

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

The Technical Specifications applicable to this project include those items on the construction plans which are itemized in the "List of Drawings" (Section XIII), and the Special Conditions, described as *Crosswinds East Subdivision Phase 2A – Site Development Construction Plans*, dated February 18, 2026, as supplemented by the plans titled *Crosswinds East Phase 2 Offsite Utility for Baker Dairy Road* dated November 10, 2023, as amended.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR’S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor’s required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers’ Compensation and Employer’s Liability*

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. *Automobile Liability**

Bodily Injury	
Each Person	\$1,000,000

Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

*d. Excess or Umbrella Liability**

Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

*e. Contractor's Pollution Liability**

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder's Risk

- i. Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory

required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;

- b. Blanket contractual liability coverage to the extent permitted by law;
- c. Broad form property damage coverage; and
- d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner (and its successors and assigns), Engineer, and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

Construction Manager, designated by the District.

2. An itemization of the specific matters to be covered by such authority and responsibility:

Refer to the General Conditions.

3. The extent of such authority and responsibilities:

Refer to the General Conditions.

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N/A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

Warren K. Heath II and his designees; see General Conditions for scope of responsibilities and authorities outlined for Construction Manager.

Bond Number Assigned by Surety:

[Bond Number]

PERFORMANCE BOND

Contractor Name: The Kearney Companies, LLC. Address (<i>principal place of business</i>): 9625 Wes Kearney Way Riverview, Florida 33578 Telephone Number:	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business] Telephone Number: [Telephone Number]
Owner Name: GLK Real Estate LLC Mailing address (<i>principal place of business</i>): 346 East Central Avenue Winter Haven, Florida 33880 Telephone Number:	Contract Description (<i>name and location</i>): <u>Crosswinds East CDD Phase 2A Master Construction Services</u> Contract Price: <u>\$12,909,091.79</u> Effective Date of Contract: [Date of Contract]
Bond Bond Amount: <u>\$12,909,091.79 (Contract Price)</u> Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

EJCDC® C-610, Performance Bond.

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Bond Number Assigned by Surety:

[Bond Number]

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:

[Bond Number]

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:

[Bond Number]

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

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

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

Bond Number Assigned by Surety:

[Bond Number]

PAYMENT BOND

Contractor Name: The Kearney Companies, LLC. Address (<i>principal place of business</i>): 9625 Wes Kearney Way Riverview, Florida 33578 Telephone Number:	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business] Telephone Number: [Telephone Number]
Owner Name: GLK Real Estate LLC Mailing address (<i>principal place of business</i>): 346 East Central Avenue Winter Haven, Florida 33880 Telephone Number:	Contract Description (<i>name and location</i>): Crosswinds East CDD Phase 2A Master Construction Services Contract Price: \$12,909,091.79 Effective Date of Contract: [Date of Contract]
Bond Bond Amount: \$12,909,091.79 (Contract Price) Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

Bond Number Assigned by Surety:

[Bond Number]

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

1. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
3. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 4.1. Claimants who do not have a direct contract with the Contractor
 - 4.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 4.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
5. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
6. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 - 6.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

Bond Number Assigned by Surety:

[Bond Number]

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 15.1.1 The Name of the Claimant;
 - 15.1.2 The name of the person for whom the labor was done, or materials or equipment furnished;

Bond Number Assigned by Surety:

[Bond Number]

- 15.1.3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 15.1.4 A brief description of the labor, materials, or equipment furnished;
 - 15.1.5 The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 15.1.6 The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 15.1.7 The total amount of previous payments received by the Claimant; and
 - 15.1.8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 15.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
17. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

EXHIBIT B
CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, the Kearney Companies, LLC (“**Contractor**”), hereby agrees as follows:

- (i) The agreement between GLK Real Estate LLC and Contractor dated April __, 2026 (“**Contractor Agreement**”), has been assigned to the Crosswinds East Community Development District (“**District**”). Contractor acknowledges and accepts such assignment and its validity.

- (ii) Contractor represents and warrants that either:
 - a. Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or

 - b. _____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an “Owner” as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.

- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.

- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of May 2026.

THE KEARNEY COMPANIES, LLC,
a Florida limited liability company

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by _____, as _____ of the Kearney Companies, LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT**

1. ASSIGNMENT. This Addendum applies to that certain Contract between the Crosswinds East Community Development District (“**District**”) and the Kearney Companies, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(24), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida’s Local Government Prompt Payment Act, Sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

5. INDEMNIFICATION. Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further 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 Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. 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.

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. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Crosswinds East Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

8. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or Scrutinized Companies and Other Entities that Boycott Israel List and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies and Other Entities that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Contract.

9. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

10. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

11. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and

by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

12. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

13. FOREIGN INFLUENCE. Upon the Assignment, Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

14. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with Section 787.06(14), *Florida Statutes*.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

THE KEARNEY COMPANIES, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

Print Name of Witness

CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT

Witness

By: Warren K. ("Rennie") Heath, II
Its: Chairperson, Board of Supervisors

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statements
- Exhibit D:** Discrimination Statement
- Exhibit E:** Anti-Human Trafficking Affidavit
- Exhibit F:** Performance Bond
- Exhibit G:** Payment Bond

EXHIBIT A
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST,
SCRUTINIZED COMPANIES WITH ACTIVITIES IN IRAN TERRORISM SECTORS LIST,
OR SCRUTINIZED COMPANIES AND OTHER ENTITIES THAT BOYCOTT ISRAEL LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Crosswinds East Community Development District by _____ (print individual's name and title) for the Kearney Companies, LLC (print name of entity submitting sworn statement) whose business address is 9625 Wes Kearney Way, Riverview, Florida 33578.

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies and Other Entities that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.

3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with GLK Real Estate LLC to the Crosswinds East Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, the Scrutinized Companies and Other Entities that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

4. The entity will immediately notify the Crosswinds East Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, the Scrutinized Companies and Other Entities that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of May 2026, by _____, as _____ of the Kearney Companies, LLC

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Crosswinds East Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for the Kearney Companies, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 9625 Wes Kearney Way, Riverview, Florida 33578.
4. Contractor's Federal Employer Identification Number (FEIN) is 27-1197898.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:
N/A.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of May 2026.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by _____ of the Kearney Companies, LLC, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of May 2026.

Contractor: **THE KEARNEY COMPANIES, LLC**

By: _____
 Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by _____ of the Kearney Companies, LLC, who is personally known to me or who has produced _____ as identification.

 Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Crosswinds East Community Development District.
2. I, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for the Kearney Companies, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 9625 Wes Kearney Way, Riverview, Florida 33578.
4. Contractor's Federal Employer Identification Number (FEIN) is 27-1197898.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of May 2026, by _____ of the Kearney Companies, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of the Kearney Companies, LLC, a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

The Kearney Companies, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by _____, as _____, of the Kearney Companies, LLC, who is personally known to me or who produced _____ as identification this ____ day of May 2026.

(Notary Seal)

Notary Public

**EXHIBIT F
PERFORMANCE BOND**

<p>Contractor</p> <p>Name: The Kearney Companies, LLC</p> <p>Address (<i>principal place of business</i>):</p> <p>Telephone Number:</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>):</p> <p>[Address of Surety's principal place of business]</p> <p>Telephone Number: [Telephone Number]</p>
<p>Owner</p> <p>Name: Crosswinds East Community Development District</p> <p>Mailing address (<i>principal place of business</i>):</p> <p>219 East Livingston Street Orlando, Florida 32801</p> <p>Telephone Number:</p> <p>(407) 841-5524</p>	<p>Contract</p> <p>Description (<i>name and location</i>):</p> <p><u>Crosswinds East Phase 2A Master Construction Services</u></p> <p>Contract Price: <u>\$12,909,091.79</u></p> <p>Effective Date of Contract: [Date of Contract]</p>
<p>Bond</p> <p>Bond Amount: <u>\$12,909,091.79 (Contract Price)</u></p> <p>Date of Bond: [Date]</p> <p>(<i>Date of Bond cannot be earlier than Effective Date of Contract</i>)</p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i>
Name: _____ <i>(Signature)</i>	Name: _____ <i>(Signature)(Attach Power of Attorney)</i>
Title: _____ <i>(Printed or typed)</i>	Title: _____ <i>(Printed or typed)</i>
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

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

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

**EXHIBIT G
PAYMENT BOND**

<p>Contractor</p> <p>Name: The Kearney Companies, LLC</p> <p>Address (<i>principal place of business</i>):</p> <p>Telephone Number:</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>):</p> <p>[Address of Surety's principal place of business]</p> <p>Telephone Number: [Telephone Number]</p>
<p>Owner</p> <p align="center">Crosswinds East Community Development District</p> <p>Name: Development District</p> <p>Mailing address (<i>principal place of business</i>):</p> <p>219 East Livingston Street Orlando, Florida 32801</p> <p>Telephone Number:</p> <p>(407) 841-5524</p>	<p>Contract</p> <p>Description (<i>name and location</i>):</p> <p>Crosswinds East Phase 2A Master Construction Services</p> <p>Contract Price: \$12,909,091.79</p> <p>Effective Date of Contract: [Date of Contract]</p>
<p>Bond</p> <p>Bond Amount: \$12,909,091.79 (Contract Price)</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i>
Name: _____ <i>(Signature)</i>	Name: _____ <i>(Signature)(Attach Power of Attorney)</i>
Title: _____ <i>(Printed or typed)</i>	Title: _____ <i>(Printed or typed)</i>
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

1. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
3. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 4.1. Claimants who do not have a direct contract with the Contractor
 - 4.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 4.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
5. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
6. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 - 6.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 15.1.1 The Name of the Claimant;
 - 15.1.2 The name of the person for whom the labor was done, or materials or equipment furnished;

- 15.1.3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 15.1.4 A brief description of the labor, materials, or equipment furnished;
 - 15.1.5 The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 15.1.6 The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 15.1.7 The total amount of previous payments received by the Claimant; and
 - 15.1.8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 15.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
17. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

SECTION VI

**FIRST AMENDMENT TO THE POOL FURNITURE AND PLAYGROUND
EQUIPMENT LEASE/PURCHASE AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) is made effective the 5th day of May 2026 by and between:

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established and existing pursuant to Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida (the “Lessee”); and

BOWPROPI, LLC, a Florida limited liability company, with a mailing address of P.O. Box 1912, Winter Haven, Florida 33883 (the “Lessor”).

RECITALS

WHEREAS, the Lessee and Lessor previously entered into that certain *Pool Furniture and Playground Equipment Lease/Purchase Agreement*, dated June 26, 2024, (the “Agreement”), incorporated herein by this reference; and

WHEREAS, pursuant to Section 13.06 of the Agreement, the Agreement may be amended by a writing executed by the Lessor and Lessee; and

WHEREAS, the Lessee and Lessor now desire to amend the Agreement to revise Exhibit A-2 to the Agreement to reflect the final list of Equipment subject to the Agreement; and

WHEREAS, the Lessee and Lessor each represent that it has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

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

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this First Amendment.

SECTION 2. AMENDMENT OF AGREEMENT. Pursuant to Section 13.06 of the Agreement, the Lessee and Lessor agree to further amend the Agreement as follows:

- A.** Exhibit A-2 to the Agreement is replaced in its entirety by **Composite Exhibit A** to this First Amendment. Accordingly, the definition of and all references to “Equipment” in the Agreement shall be read to include the Equipment as detailed in **Composite Exhibit A** to this First Amendment.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and are fully enforceable except for the terms as specifically amended herein. To the extent the provisions of this First Amendment and Agreement hereto conflict, this First Amendment shall control.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Lessee and the Lessor, both the Lessee and the Lessor have complied with all the requirements of law, and both the Lessee and the Lessor have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment 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.

SECTION 6. FULL FORCE AND EFFECT. All other provisions of the Agreement, as amended through this First Amendment, shall remain in full force and effect except as modified by this First Amendment.

SECTION 7. EFFECTIVE DATE. This First Amendment shall be effective as of the day and year first written above.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties execute this First Amendment to be effective the day and year first written above.

**CROSSWINDS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

BOWPROP I, LLC

By: _____
Its: _____

Composite Exhibit A: Revised Equipment List

Composite Exhibit A Revised Equipment List



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
12/19/2025	

Date	Invoice #
11/19/2025	8164
Terms	Project
Net 30	The Grove @ Crosswinds ...

Bill To
Crosswinds East CD
The Grove @ Crosswinds
219 E. Livingston St.
Orlando, FL 32801



Qty	Item	Description	Amount
		Supply and Install the following: 1. Hoosiers Nest w integrated shade, one duo teeter see saw 2. Loose rubber safety surfacing, 1x half ramp into the surfacing (site has concrete borders) 3. 16ft Cantilever umbrella shade with 6ft ADA table under it 4. Site furnishings to includes 2x 6ft benches, 1x SM loop bike rack and 1x 32 gal receptacle w lid and liner, 1x ADA 6ft picnic table Dog Parks 1. 16ft Cantilever umbrella shade 2. 2x Novice Kit, 2x pet waste station, 2x welcome & rules sign, 3. site furnishings to include 4xbenches, 2x 32 gal receptacle w lid and liner, 1x ADA 6ft picnic table Amenity Pool area 1. site furnishing to get 4x 32 gal receptacles with dome lid and liner **PLAY EQUIPMENT** 1 CPE Custom Playground Unit Hoosiers Nest with integrated shade 17,745.60 1 QS-23-PFB009N RockWell Teeter Duo - Neutral 754.00 1 CLR Colors: neutral 0.00 1 Shipping Combined Shipping and Freight Charges 1,722.60 **DOG PARK** 2 22-BARK-NVKIT NOVICE BARKPARK KIT, 4 PIECES 9,723.34	

	Subtotal:
	Sales Tax: (7.0%)
	Balance Due:
	Credits:
	Balance Due:

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
12/19/2025	

Date	Invoice #
11/19/2025	8164
Terms	Project
Net 30	The Grove @ Crosswinds ...

Bill To
Crosswinds East CD The Grove @ Crosswinds 219 E. Livingston St. Orlando, FL 32801



Qty	Item	Description	Amount
2	22-PBARK-477	Essential Welcome Sign	707.18
2	22-PBARK-490	PET WASTE STATION - SQUARE RECEPTACLE, INGROUND (color choice: blue or green) (Choose sign option)	1,169.41
1	CLR	Colors: neutral colors, green tans browns	0.00
1	Shipping	Combined Shipping and Freight Charges	1,659.64
SITE FURNISHINGS			
6	22-B6WBULS	6' UltraLeisureStandard Bench with Back, In-Ground Mount	3,859.73
1	CLR	Colors: black frame, green coatings	0.00
2	22-T6ULHDCP	6' UltraLeisureAccessible Rectangular Portable Table*	2,576.16
1	CLR	Colors: black frame, green coatings	0.00
7	22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	3,759.33
1	CLR	Colors: black	0.00
7	22-LINER32-BLACK	Plastic Liner - Black Color	750.16
7	22-DOME32-BLACK	Plastic Dome Top for 32 Gallon Receptacles - Black Color	1,501.55
1	22-MSBR3-SM	Wave Bike Rack, 3-Hump, Surface Mount	858.62
1	CLR	Colors: black	0.00
1	Shipping	Combined Shipping and Freight Charges	1,502.40
*SHADES**			
2	22-CU161608IG	8' Height -INGROUND - WITH GLIDE- CANTILEVER UMBRELLA	15,818.93
1	CLR	Colors: frame Brown, Fabric forest green	0.00
1	ENGDRAW	Engineered Drawings for Permitting	840.00
1	Shipping	Combined Shipping and Freight Charges	2,160.00
SURFACING MATERIALS			
Subtotal:			
Sales Tax: (7.0%)			
Balance Due:			
Credits:			
Balance Due:			

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
12/19/2025	

Date	Invoice #
11/19/2025	8164
Terms	Project
Net 30	The Grove @ Crosswinds ...

Bill To
Crosswinds East CD
The Grove @ Crosswinds
219 E. Livingston St.
Orlando, FL 32801



Qty	Item	Description	Amount
20	GN75UN	Ground Smart - Natural Black Uncoated Playground Mulch - 2000lb Super Sack	7,440.00
1	2BY2HR8-V	ADA Half Ramp Flush Mount 8"	407.33
1	Shipping	Combined Shipping and Freight Charges	2,545.83
		RAW MATERIALS	
600	RBAR5	No. 5 Rebar	750.00
10	RMC	Ready Mix Concrete 2500 PSI MIN	2,000.00
60	FBLOCK	Footer Blocks	225.00
64	CC80	Concrete for Anchoring - Delivered Cost	537.60
1,500	GFAB	Weed Barrier	300.00
2	LPIN	Landscape pins for securing underlayment	110.00
		LABOR, RENTALS, INSTALLATION	
1	22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	3,600.00
1	DELFFEE	Equipment Delivery / Pick Up Fees	300.00
1	LBR	Labor and Installation- play equipment, swing, site furnishings, half ramp and surfacing, dog park items	22,312.50
1	LBR	Labor and Installation- two umbrella shades	15,000.00
1	ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1,800.00
1	DSC	Discount	-2,000.00
	DEP	Required deposit for project.	-63,506.45
			Subtotal: \$58,930.46
			Sales Tax: (7.0%) \$0.00
			Balance Due: \$58,930.46
			Credits: \$0.00
			Balance Due: <u>\$58,930.46</u>

1-800-573-7529 | www.proplaygrounds.com

13850 balchier rd south
tampa fl 33631
727-531-2100

Estimate

Number
 Date

Bill To
the grove cdd

Ship To
the grove amenity

PO Number	Terms	Customer #	Ship	Via	Project
			deliver	our truck	

Item #	Description	Quantity	Price Each	Tax1	Amount
AP-RD-42HFU	42" poly table	4.00	\$474.50		\$1,898.00
AP-RD-20HF	20" poly table	16.00	\$139.27		\$2,228.32
D-750	1b diamond chair	16	\$143.22		\$2,291.52
L-716-7	armless 16" chaise	44	\$295.77		\$13,013.88
DEL	deliver and set up	1	\$300.00		\$300.00
	any color		\$0.00		\$0.00

Amount Paid \$0.00
Amount Due \$19,731.72

Discount \$0.00
Shipping Cost \$0.00
Sub Total \$19,731.72
Sales Tax 7.00% on \$0.00 \$0.00
Total \$19,731.72



SUNSET TURF

Sunset Turf & Landscaping
4152 Lake Hancock Rd
Lakeland, FL 33812 US
+18632071857
sunsetturflandscaping@gmail.com

INVOICE

BILL TO

Crosswinds East Community
Development District
219 E Livingston St.
Orlando, FL 32801-1508

INVOICE # 3032

DATE 04/10/2026

DUE DATE 04/25/2026

TERMS Net 15

JOB

Crosswinds E PH2C #69

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Celebration Installation	Soccer Field Install 40,000 sq. ft. Celebration Bermuda rolls	40,000	0.90	36,000.00

Contract Sunset Turf & Landscaping to pay.

BALANCE DUE

\$36,000.00

Ways to pay

LINK

[View and pay](#)

SECTION VII

This instrument prepared by and after recording return to:

Savannah Hancock, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

Property Appraiser's Parcel ID:
(Portion of): 27-27-23-757505-024440

NON-EXCLUSIVE PERPETUAL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”), made this __day of _____, 2026, between **CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (hereinafter referred to as “Grantor”), and **SUMMIT BROADBAND INC.**, a Florida corporation and having a mailing address of 4558 35th Street, Orlando, Florida 32811 (hereinafter referred to as “Grantee”).

WHEREAS, the Grantor owns and holds the following described real property:

SEE EXHIBIT A, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF (“Easement Area”); and

WHEREAS, the Grantee desires to secure a non-exclusive perpetual easement in the Easement Area to provide certain broadband communications services to customers in the Crosswinds East community located in Polk County, Florida, under the jurisdiction of the Grantor, which is a local unit of special purpose government; and

WHEREAS, the Grantor has agreed to convey the requested non-exclusive perpetual, non-assignable easement, limited to the area identified in the attached **Exhibit A** to Grantee for the purpose of constructing, using, maintaining, operating, altering, adding to, repairing, replacing, reconstructing, inspecting, and removing a broadband system and all associated equipment, cables, conduits, and appurtenances, with access rights to be exercised at reasonable times (collectively, “System”) in, on, over, under, across and along the Easement Area, more particularly identified in **Exhibit A** (“Easement”).

NOW, THEREFORE, in consideration of good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor conveys the Easement subject to the limitations herein.

1. **Grant of Easement.** Grantor agrees for itself and its heirs and assigns that the System on the Easement Area shall be and remain the personal property of the Grantee and the Grantor will not intentionally alter, obstruct or remove the System without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to maintain and cut trees and roots in the Easement Area that endanger or interfere

with said System, only with prior written approval from Grantor, which approval shall not be unreasonably withheld, and shall have access to said System for the purpose of exercising the rights herein granted. Grantee shall be strictly liable for and responsible for any damage to the Easement Area or injury to persons caused by its installation, maintenance, or use of the System, and shall promptly repair such damage at its sole cost and expense. In making any excavation on said Easement Area, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and least damage to existing infrastructure located in the Easement Area. Grantee shall, at its sole cost and expense, promptly restore the Easement Area and any adjacent portions of the Easement Area disturbed by Grantee's activities to the same or better condition that existed immediately prior to such disturbance, including replacement of sod, landscaping, pavement, sidewalks, or other improvements. Such restoration shall be completed within ten (10) days following completion of any work, and if Grantee fails to complete such restoration within this timeframe, Grantor may complete the restoration and bill Grantee for all actual costs incurred, plus a fifteen percent (15%) administrative fee, which Grantee shall pay within thirty (30) days of invoice.

2. **Indemnification.**

- a. To the fullest extent permitted by law, and in addition to any other obligations of the Grantee under this Agreement or otherwise, the Grantee shall indemnify, hold harmless, and defend the Grantor and its respective officers, supervisors, employees, staff, managers, agents, contractors and subcontractors (together, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, expenses, and costs, including, but not limited to, reasonable attorneys' fees and costs of litigation, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Grantee, or any employee, agent, contractor, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove the System, (ii) the Grantee's performance of, or failure to perform, the Grantee's obligations pursuant to this Agreement or the Grantee's performance of any activities in connection therewith, or (iii) any breach of any warranty, representation, covenant, or agreement made by the Grantee in this Agreement.
- b. To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Agreement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed Two Million Dollars (\$2,000,000.00) per occurrence, the amount of which bears a reasonable commercial relationship to the Agreement, the potential risks involved, and the scope of work contemplated herein. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

- c. Subject to Section 6(a) below and the limitations on Grantor's liability set forth in Section 9, a default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, except that Grantor's liability shall be subject to the limitations of sovereign immunity and Section 768.28, *Florida Statutes*. In the event that either the Grantor or Grantee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
3. **Easement Conditions**. The Easement rights granted herein are for the purposes contemplated by this Agreement only and are thereby limited to the scope of the Easement granted herein and solely in the Easement Area. Grantee shall use all due care to accomplish the work in the Easement without damage to the Easement Area and surrounding areas. Grantee shall assume responsibility for any and all damage to any real or personal property of the Grantor or any third parties as a direct result of Grantee's use of the Easement Area under this Agreement. Grantee shall be responsible for returning the Easement Area to substantially the same condition that existed immediately prior to the damage should any damage occur.
4. **Property Damage**. Any property damage, including but not limited to landscape and sod replacement, irrigation systems, drainage systems, signage, lighting, fencing, or any other improvements, caused by the installation of the System or other activities of the Grantee, its employees, contractors, subcontractors, or agents, shall be repaired within ten (10) business days of notice to the Grantee of such damage (or discovery by Grantor if earlier), except:
 - a. for conditions that warrant a faster repair time (*i.e.* for impacts to utility services such as water, sewer, stormwater, electrical, cable or internet, or any condition posing a safety hazard), such repair shall be commenced within four (4) hours and completed within forty-eight (48) hours of notice, regardless of day of the week; and
 - b. for conditions beyond the Grantee's reasonable control or damage that is not reasonably capable of being cured within a ten (10) business day period, in which case the Grantee will diligently work to complete such repairs promptly.

If the Grantee fails to commence repairs within the time limits prescribed above, the Grantor may (but shall not have the obligation to) undertake the repairs itself and bill the Grantee for the actual and reasonable costs thereof, plus a fifteen percent (15%) administrative fee. Grantee shall pay such invoice within thirty (30) days of receipt.

5. **Prohibition of Assignment**. Grantee is prohibited from the assignment, transfer, sale, or otherwise conveyance of the Easement to any third-party without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion. Any attempted assignment without such consent shall be void and shall constitute a material

breach of this Agreement, entitling Grantor to immediately terminate this Agreement. This prohibition shall not apply to any direct or indirect change in control of Grantee, including through merger, consolidation, or sale of substantially all assets.

6. **Termination.**

- a. **Default.** In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have thirty (30) days after receipt of such notice to either (i) cure the default or (ii) if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so, the non-defaulting party may terminate this Agreement upon thirty (30) days' written notice. Termination shall not relieve either party of obligations that accrued prior to termination, including but not limited to Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8, which shall survive termination.
- b. **Permanent Loss of Authority.** This Agreement shall terminate automatically in the event the Grantee lacks authority to continue to provide broadband communications services to the Crosswinds East community due to loss of governmental authorization, provided that Grantee shall remain liable for all obligations accrued prior to such termination, including but not limited to property restoration and removal of the System. This automatic termination shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where loss of authorization is the subject of a bona fide dispute being actively litigated, and in all cases shall not negate or diminish the Grantee's obligations under Sections 1, 2, 3, 4, and 7 of this Agreement, which shall survive any termination.

7. **Removal of System.** Upon expiration or termination of this Agreement, the Grantee shall have three (3) months during which it may remove the System and restore the Easement Area to substantially the same condition as existed prior to installation of the System, including removal of all concrete pads, underground conduits, and any other improvements or materials installed by Grantee. The Grantee shall promptly repair any damage to the Easement Area caused by such removal in accordance with Section 4 herein within thirty (30) days of completion of removal. If Grantee fails to timely remove the System and restore the Easement Area, Grantor may (i) remove the System and restore the Easement Area at Grantee's expense, plus a fifteen percent (15%) administrative fee, or (ii) deem any portion of the System remaining on the Easement Area after the sixty (60) day period as abandoned, with ownership vesting in Grantor "AS IS" and "WHERE IS", provided that Grantee shall remain liable for any environmental contamination, hazardous materials, or safety hazards associated with such abandoned System, and Grantor reserves the right to require removal and seek damages at any time if such abandoned System creates any hazard or liability.

8. **Insurance.** The Grantee shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than Three Million Dollars (\$3,000,000) per occurrence

and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. The Grantee will provide the Grantor with a certificate evidencing such insurance prior to commencing the services hereunder and shall add the Crosswinds East Community Development District, its supervisors, officers, staff and agents as additional insured parties on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of Grantor. The insurance requirements shall survive termination of this Agreement for any claims arising during the term.

9. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement 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.
10. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Polk County, Florida. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs of investigation. Grantee waives any right to jury trial for any dispute arising under this Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SEE NEXT PAGE FOR SIGNATURES*

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first set forth above.

Signed, sealed, and delivered in the presence of:

GRANTOR:

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose local government established under Chapter 190, Florida Statutes

Print Name: _____

Warren K. ("Rennie") Heath, II, Chairperson

Address:
346 East Central Avenue
Winter Haven, Florida 33880

Print Name: _____

Address:
346 East Central Avenue
Winter Haven, Florida 33880

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Warren K. ("Rennie") Heath, II, as Chairperson of Crosswinds East Community Development District, a local unit of special purpose local government established under Chapter 190, Florida Statutes, on behalf of said entity. Said person is personally known to me or has produced _____ as identification.

(NOTARY STAMP OR SEAL)

Notary Public

Signed, sealed, and delivered in the presence of:

GRANTEE:

SUMMIT BROADBAND, INC.,
a Florida corporation

Print Name: _____

By: _____
Its: _____

Address:

Print Name: _____

Address:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, as _____ of Summit Broadband, Inc., on behalf of said entity. Said person is personally known to me or has produced _____ as identification.

(NOTARY STAMP OR SEAL)

Notary Public

EXHIBIT "A":
Easement Area

[Description of Easement Area to be added.]

DRAFT

SECTION VIII

**DEVELOPER’S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Lauren O. Schwenk, as Manager of GLK Real Estate LLC (“**Developer**”), who, after being first duly sworn, deposes and says:

- (i) I, Lauren O. Schwenk, as manager and authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Crosswinds East Community Development District (“**District**”) to accept an assignment of the Contractor Agreement (defined below).

- (ii) The agreement (“**Contractor Agreement**”) between Developer and Greenland Services, LLC (“**Contractor**”), dated February 26, 2026, including all change orders approved to date, and attached hereto as **Exhibit A**, either
 - a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or

 - b. _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District’s acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
 - a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or

 - b. _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or

- c. _____ Developer will furnish a demand note agreement in satisfactory form to the District.

- (vi) Developer
 - a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
 - b. _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of May 2026.

GLK Real Estate LLC

 [Print Name]

By: _____
 Name: Lauren O. Schwenk, Manager

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Lauren O. Schwenk, as Manager of GLK Real Estate LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

 Notary Public Signature

**Crosswinds East
 Community Development District**

 Witness

 Print Name of Witness

 Chairperson, Board of Supervisors

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Warren K. (“Rennie”) Heath, II, Chairperson of the Crosswinds East Community Development District, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

 Notary Public Signature

**EXHIBIT A
CONTRACTOR AGREEMENT**

[Attached beginning at following page.]

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-sixth day of February in the year Two Thousand Twenty-Six
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

GLK Real Estate, LLC
346 East Central Ave
Winter Haven, FL 33880
863-324-3698

and the Contractor:
(*Name, legal status, address and other information*)

Greenland Services, LLC
PO Box 1757
Winter Haven, FL 33882
863-287-0793

for the following Project:
(*Name, location and detailed description*)

Crosswinds East CDD Amenity
2294 Crosswinds Blvd
Haines City, FL 33844
Crosswinds East CDD Amenity

The Architect:
(*Name, legal status, address and other information*)

Furr, Wegman & Banks Architects, P.A.
625 E Orange Street
Lakeland, FL 33801
863-660-4095

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
upon permit issuance and written Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than **One Hundred Eighty (180)** calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Four Hundred and Eighty-Five Thousand Four Hundred Sixty-Five Dollars and Zero Cents (\$ 2,485,465.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

	Price
Artificial Turf on Deck (NIC on Bid Qualifications)	\$85,000
Private Inspections (necessary for schedule)	\$15,500

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

n/a

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

n/a

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

n/a

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing

to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Price Cassidy
346 E Central Ave
Winter Haven, FL 33880
863-324-3698
price@cassidylanddev.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Tyler Bowen
PO Box 1757
Winter Haven, FL 33882
863-557-0449
greenlandservicesllc@gmail.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

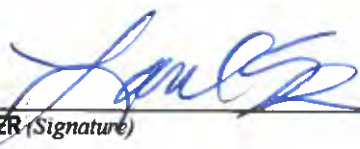
Document	Title	Date	Pa
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

FURR, WEGMAN & BANKS ARCHITECTS, PA - CROSSWINDS EAST CLUBHOUSE #25-24
CONTRACTOR - BID QUALIFICATIONS (REVISED 12/19/2025)

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



OWNER (Signature)

BY: Lauren Schwenk, Manager

(Printed name and title)



CONTRACTOR (Signature)

BY: Tyler Bowen, Managing Member

(Printed name and title)



AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: GLK Real Estate, LLC
 346 East Central Ave
 Winter Haven, FL 33880

PROJECT: Crosswinds East CDD Amenity
 2294 Crosswinds Blvd
 Haines City, FL 33844

APPLICATION NO: SOV

Distribution to:
 OWNER: []
 ARCHITECT: []
 CONTRACTOR: []

PERIOD TO: 02-26-2026

CONTRACT FOR:

CONTRACTOR: Winter Haven, FL 33882

ARCHITECT:

FROM: Greenland Services, LLC
 PO Box 1757
 Winter Haven, FL 33882

VIA: Furr, Wegman & Banks Architects, P.A.

CONTRACTOR: Winter Haven, FL 33882

ARCHITECT:

CONTRACT DATE: 02-26-2026

FIELD: []

PROJECT NOS: / /

OTHER: []

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

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

- ORIGINAL CONTRACT SUM..... \$2,485,465.00
- NET CHANGE BY CHANGE ORDERS..... \$0.00 CONTRACTOR:
- CONTRACT SUM TO DATE (Line 1 + 2)..... \$2,485,465.00 By: _____ Date: _____
- TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00 State of: _____ County of: _____
- RETAINAGE:
 - 0.00% of Completed Work (Column D + E on G703) = \$0.00 Subscribed and sworn to before me this _____ day of _____
 - 0.00% of Stored Material (Column F on G703) = \$0.00 Notary Public: _____ My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

- TOTAL EARNED LESS RETAINAGE..... \$0.00 In accordance with the Contract Documents, based on on-site observations and the data comprising (Line 4 Less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00 information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
- CURRENT PAYMENT DUE..... \$0.00 AMOUNT CERTIFIED..... \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$2,485,465.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

By: _____ **Date:** _____

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



AIA Document G703 - 1992

Continuation Sheet

AIA Document G702, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

Crosswinds East CDD
Amenity
2294 Crosswinds Blvd
Haines City, FL 33844

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

SOV

01-30-2026

02-26-2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	% (G+C)					
1	General Conditions	47,700.00	0.00	0.00	0.00	0.00	0.00%	47,700.00	0.00
2	Payment & Performance Bond	28,300.00	0.00	0.00	0.00	0.00	0.00%	28,300.00	0.00
3	Builder's Risk Insurance	6,750.00	0.00	0.00	0.00	0.00	0.00%	6,750.00	0.00
4	Project Manager	57,000.00	0.00	0.00	0.00	0.00	0.00%	57,000.00	0.00
5	Concrete	70,000.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	0.00
6	Masonry	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
7	Termite Treatment	1,600.00	0.00	0.00	0.00	0.00	0.00%	1,600.00	0.00
8	Trusses	19,500.00	0.00	0.00	0.00	0.00	0.00%	19,500.00	0.00
9	Framing	175,000.00	0.00	0.00	0.00	0.00	0.00%	175,000.00	0.00
10	Drywall	25,500.00	0.00	0.00	0.00	0.00	0.00%	25,500.00	0.00
11	Roofing	65,000.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00
12	Fascia & Soffit	13,750.00	0.00	0.00	0.00	0.00	0.00%	13,750.00	0.00
13	Waterproofing	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	0.00
14	Gutters	4,250.00	0.00	0.00	0.00	0.00	0.00%	4,250.00	0.00
15	Insulation	32,000.00	0.00	0.00	0.00	0.00	0.00%	32,000.00	0.00
16	Store Front Entry	38,750.00	0.00	0.00	0.00	0.00	0.00%	38,750.00	0.00
17	Windows & Doors	55,000.00	0.00	0.00	0.00	0.00	0.00%	55,000.00	0.00
18	Acoustical Ceiling	12,285.00	0.00	0.00	0.00	0.00	0.00%	12,285.00	0.00
19	Flooring	34,500.00	0.00	0.00	0.00	0.00	0.00%	34,500.00	0.00
20	Millwork	14,500.00	0.00	0.00	0.00	0.00	0.00%	14,500.00	0.00
21	Granite	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
22	Ceramic Tile - Walls & Floors	46,500.00	0.00	0.00	0.00	0.00	0.00%	46,500.00	0.00
23	Painting - Int & Ext	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
24	Stone Veneer	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
25	Window Trellis	25,000.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
26	Exterior Siding	98,485.00	0.00	0.00	0.00	0.00	0.00%	98,485.00	0.00
27	Mechanical HVAC	86,500.00	0.00	0.00	0.00	0.00	0.00%	86,500.00	0.00
28	Plumbing	90,000.00	0.00	0.00	0.00	0.00	0.00%	90,000.00	0.00
29	Backflow Preventer	3,125.00	0.00	0.00	0.00	0.00	0.00%	3,125.00	0.00
30	Electrical	176,000.00	0.00	0.00	0.00	0.00	0.00%	176,000.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
31	Access Control	13,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	13,500.00	0.00
32	Toilet Access & Partitions	45,250.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,250.00	0.00
33	Pool Deck Pavers	389,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	389,500.00	0.00
34	Planters	5,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,500.00	0.00
35	Fencing	41,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,500.00	0.00
36	Pool Shower	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
37	Trellis Structures	254,720.00	0.00	0.00	0.00	0.00	0.00	0.00%	254,720.00	0.00
38	Cantilevered Shades	156,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	156,000.00	0.00
39	Flatwork	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	35,000.00	0.00
40	Pickle Ball Courts	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
41	Turf Area	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	85,000.00	0.00
42	Private Provider - Inspect	15,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,500.00	0.00
	GRAND TOTAL	2,485,465.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,485,465.00	0.00



FURR,
WEGMAN &
BANKS
Architects P.A.

Date Prepared: December 3, 2025 (Revised 12/19/25)

CROSSWINDS EAST CLUBHOUSE #25-24 CONTRACTOR - BID QUALIFICATIONS		
Regulatory Agency Permit Fees	Not in Contract	
Impact Fees	Not in Contract	
Power Company Charges	Not in Contract	
Utility Connection Fees	Not in Contract	
Permanent Utility Deposit	Not in Contract	
Inspection Fees	Not in Contract	
Builder's Risk Insurance	Include	
Payment & Performance Bonds	Include	
Landscaping	Not in Contract	
Sod	Not in Contract	
Irrigation	Not in Contract	
Landscape & Site Lighting	Not in Contract	
Utility Allowance	Not in Contract	
Cantilever Shade Structures	Include	
Pool Furniture	Not in Contract	
Mail Kiosks (including concrete pad)	Not in Contract	Revised 12/19/25
Bike Racks	Not in Contract	
Benches	Not in Contract	
Trash Cans	Not in Contract	
Other Site Furnishings	Not in Contract	
Monument/Monument Signs	Not in Contract	
Entry Signs	Not in Contract	
Trellis Structures	Include	Revised 12/19/25
Quality Control Soil & Material Testing	Not in Contract	
Amenity Bldg. & Pool Area Fencing	Include	
Dog Park Fencing	Not in Contract	
Dog Park Fountains	Not in Contract	
Pool/Pool Deck Pavers/Pool Copings/Pool Deck Planters	Include	
Playground Equipment	Not in Contract	
Playground Surface	Not in Contract	
Pool Wastewater to Stubout 5 ft. from Pump	Include	
Building Pad/Soil Prep to -8.4" below Bldg. Fin. Floor	Include as Additive Alternate	Revised 12/19/25
Pool Pad/Soil Prep to -10" below Fin. Pool Coping	Include as Additive Alternate	
Excess Pool Spoils (Hauled Away)	Include	
Handicap Lift at Pool	Not in Contract	
Water & Sewer to Stubout 5 ft. from Bldg.	Include	
Backflow Preventor & Slab	Include	
Sitework	Include as Additive Alternate	
Site Grading	Include as Additive Alternate	
Site Utilities	Not in Contract	
Site Paving/Striping/Concrete Wheel Stops	Include as Additive Alternate	
Site Curbing	Include as Additive Alternate	
Stormwater Drainage Structures & Underground Piping	Include as Additive Alternate	
All Concrete Sidewalks & Pads (excluding mail kiosk pad)	Include	Revised 12/19/25

CROSSWINDS EAST CLUBHOUSE #25-24 CONTRACTOR - BID QUALIFICATIONS		
Protective Vehicular Bollards	Not in Contract	
Concrete Slab or Rock (at Pool Equipment)	Not in Contract	
Granite Countertop	Include	
Floor/Wall Tile	Include	
Toilet Accessories	Include	
Temporary Power/Generator	Not in Contract	
Temporary Water	Not in Contract	
Primary Elec. Conduit & Conductors (Svc. to Transf.)	Not in Contract	
Secondary Elec. Conduit & Wire (Bldg. to Transf.)	Include	
Phone & Data Conduit (Bldg. to Transformer)	Not in Contract	
Pool Electrical Work (Incl. Elec. Ground & Lights)	Include	
Card Reader System	Include	
Quality Control Inspection Fees	Not in Contract	
Final ALTA Survey	Not in Contract	
Playground Mulch	Not in Contract	
Gravel	Not in Contract	
Non-Impact Windows	Include	
As-Built Surveys/As-Built Final Drawings	Not in Contract	
Vehicular Pavers	Not in Contract	
Multi-Purpose Field	Not in Contract	
Pool Shower	Include	
Artificial Turf	Not in Contract	
Pickleball Courts, Nets, Support Posts and Fencing	Include	Revised 12/19/25
Retaining Wall	Not in Contract	Revised 12/19/25

NOTE 1: The submitted bids shall only include items that are identified within the Architect 's (33) sheets (Furr, Wegman & Banks Architects, P.A.), the Pool Designer' s (11) sheets (G.B. Collins Engineering, P.A.) , and any items confirmed to be included in the bid within any Addenda.

NOTE 2: Some items from the Civil Engineer 's (10) sheets (Absolute Engineering, Inc.) and the Landscape Designer's (17) sheets (Roberson Resource Group) shall be included within the bid - Reference the line items above that indicate "Include" or "Include as Additive Alternate".



April 13, 2026

GLK Real Estate, LLC
Crosswinds East CDD - Amenity
Attn: Price Cassidy
346 E Central Ave
Winter Haven, FL 33880

Re: Crosswinds East Amenity – Change Order #1

Please review and return the following Change Order:

Cantilevered Shades:


Original Contractual Line Item:	\$ 156,000.00
Work Completed:	\$ 0.00
Credit:	(\$ 156,000.00)
Margins Reduction: 5%	\$ 7,800.00

TOTAL Change/Order CREDIT (\$ 148,200.00)

Note: Cantilevered Shades were removed from Contractor scope; owner will be direct-purchasing and contracting through separate provider (ProPlaygrounds). Contractor will coordinate installation with ProPlaygrounds.

Thank you,

Bradley Phares
Managing Member
Greenland Services LLC

Accepted:	
Name:	Kaveri O. Sethi
Date:	4/00/20



April 13, 2026

GLK Real Estate, LLC
Crosswinds East CDD - Amenity
Attn: Price Cassidy
346 E Central Ave
Winter Haven, FL 33880

Re: Crosswinds East Amenity – Change Order #2

Please review and return the following Change Order:

Pool Scope:

Original Contractual Line Item:	\$	0.00
Work Completed:	\$	0.00
Charge/Credit:	\$	1,895,035.00
P&P Bond Increase:	\$	18,950.35

TOTAL Change Order \$ 1,913,985.35

Note: Item added back to Contractor scope at bid line-item price plus P&P bond.

Thank you,

Bradley Phares
Managing Member
Greenland Services LLC


Accepted:	
Name:	Bradley Phares
Date:	4/22/26

EXHIBIT B
CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Greenland Services, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement between GLK Real Estate LLC and Contractor dated February 26, 2026 ("**Contractor Agreement**"), including all change orders approved to date, has been assigned to the Crosswinds East Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.

- (ii) Contractor represents and warrants that either:
 - a. Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or

 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.

- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.

- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ___ day of May 2026.

GREENLAND SERVICES, LLC,
a Florida limited liability company

By: Tyler Bowen, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of May 2026, by Tyler Bowen, as Manager of Greenland Services, LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT**

1. ASSIGNMENT. This Addendum applies to that certain Contract between the Crosswinds East Community Development District (“**District**” or “**Owner**”) and Greenland Services, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(24), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. LIQUIDATED DAMAGES. Contractor and District recognize that time is of the essence and that District will suffer financial and other losses if the work is not completed within the contract times specified in the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by District if the work is not completed on time. The District and Contractor agree that an assessment of actual damages as of the date of this Addendum would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, District and Contractor agree that as liquidated damages for delay (but not as a penalty):

- a. *Substantial Completion:* Contractor shall pay District \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the Contract, until the work is substantially complete.
- b. *Completion of Remaining Work:* After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the contract times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay District \$1,000 for each day that expires after such time until the work is completed and ready for final payment.
- c. Liquidated damages for failing to timely attain substantial completion, and final completion are not additive, and will not be imposed concurrently.

4. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required

insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

5. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida's Local Government Prompt Payment Act, Sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further 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 Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. 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.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase

order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

8. PUBLIC RECORDS. Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with the Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
- d. Upon completion of the Contract, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM.

9. **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.

10. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Crosswinds East Community Development District
 c/o Governmental Management Services – Central Florida, LLC
 219 East Livingston Street
 Orlando, Florida 32801
 Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
 517 East College Avenue
 Tallahassee, Florida 32301
 Attn: District Counsel

11. **SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism

Sectors List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

16. FOREIGN INFLUENCE. Upon the Assignment, Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

17. E-VERIFY REQUIREMENTS. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate the Contract immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. If Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Contract, Contractor represents that no public

employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of the Contract.

18. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with Section 787.06(14), *Florida Statutes*.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

GREENLAND SERVICES, LLC,
a Florida limited liability company

Witness

By: Tyler Bowen, Manager

Print Name of Witness

**CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT**

Witness

By: Warren K. ("Rennie") Heath, II
Its: Chairperson, Board of Supervisors

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statements
- Exhibit D:** Discrimination Statement
- Exhibit E:** Anti-Human Trafficking Affidavit
- Exhibit F:** Performance Bond
- Exhibit G:** Payment Bond

EXHIBIT A
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Crosswinds East Community Development District by Tyler Bowen, as Manager (print individual's name and title) for Greenland Services, LLC (print name of entity submitting sworn statement) whose business address is 988 Snively Avenue, Winter Haven, Florida 33880.

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.

3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with GLK Real Estate LLC to the Crosswinds East Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

4. The entity will immediately notify the Crosswinds East Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of May 2026, by Tyler Bowen, Manager of Greenland Services, LLC

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Crosswinds East Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager for Greenland Services, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 988 Snively Avenue, Winter Haven, Florida 33880.
4. Contractor's Federal Employer Identification Number (FEIN) is 47-1446963.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:
N/A.)

5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of May 2026.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Tyler Bowen as Manager of Greenland Services, LLC, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida’s Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of May 2026.

Contractor: **GREENLAND SERVICES, LLC**

By: Tyler Bowen, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Tyler Bowen as Manager of Greenland Services, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION
CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Crosswinds East Community Development District.
2. I, Tyler Bowen, am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager for Greenland Services, LLC (“Contractor”), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor’s business address is 988 Snively Avenue, Winter Haven, Florida 33880.
4. Contractor’s Federal Employer Identification Number (FEIN) is 47-1446963.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

5. I understand that a "discrimination" or “discriminated” as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that “discriminatory vendor list” as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that “entity” as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an “affiliate” as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May 2026, by Tyler Bowen as Manager of Greenland Services, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Tyler Bowen, as Manager, on behalf of Greenland Services, LLC, a Florida limited liability company (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Greenland Services, LLC

By: _____

Name: Tyler Bowen

Title: Manager

Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by Tyler Bowen, as Manager, of Greenland Services, LLC, who is personally known to me or who produced _____ as identification this _____ day of May 2026.

(Notary Seal)

Notary Public

**EXHIBIT F
PERFORMANCE BOND**

<p>Contractor</p> <p>Name: Greenland Services, LLC</p> <p>Address (<i>principal place of business</i>):</p> <p>988 Snively Avenue Winter Haven, Florida 33880</p> <p>Telephone Number:</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>):</p> <p>[Address of Surety's principal place of business]</p> <p>Telephone Number: [Telephone Number]</p>
<p>Owner</p> <p>Name: Crosswinds East Community Development District</p> <p>Mailing address (<i>principal place of business</i>):</p> <p>219 East Livingston Street Orlando, Florida 32801</p> <p>Telephone Number:</p> <p>(407) 841-5524</p>	<p>Contract</p> <p>Description (<i>name and location</i>):</p> <p><u>Crosswinds East Amenity Center Construction Services</u></p> <p>Contract Price: <u>\$4,399,450.35</u></p> <p>Effective Date of Contract: [Date of Contract]</p>
<p>Bond</p> <p>Bond Amount: <u>\$4,399,450.35 (Contract Price)</u></p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>By: _____ <i>(Full formal name of Contractor)</i></p> <p>_____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>By: _____ <i>(Full formal name of Surety) (corporate seal)</i></p> <p>_____</p> <p style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

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

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

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

**EXHIBIT G
PAYMENT BOND**

<p>Contractor</p> <p>Name: Greenland Services, LLC</p> <p>Address (<i>principal place of business</i>): 988 Snively Avenue Winter Haven, Florida 33880 <u>Telephone Number:</u></p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Address of Surety's principal place of business]</p> <p><u>Telephone Number:</u> [Telephone Number]</p>
<p>Owner</p> <p align="center">Crosswinds East Community Development District</p> <p>Name: Development District</p> <p>Mailing address (<i>principal place of business</i>): 219 East Livingston Street Orlando, Florida 32801 <u>Telephone Number:</u> (407) 841-5524</p>	<p>Contract</p> <p>Description (<i>name and location</i>): <u>Crosswinds East Amenity Center Construction Services</u></p> <p>Contract Price: \$4,399,450.35</p> <p>Effective Date of Contract: [Date of Contract]</p>
<p>Bond</p> <p>Bond Amount: \$4,399,450.35 (Contract Price)</p> <p>Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<p>By: _____ <i>(Full formal name of Contractor)</i></p> <p>_____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>By: _____ <i>(Full formal name of Surety) (corporate seal)</i></p> <p>_____ <i>(Signature)(Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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

1. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
3. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 4.1. Claimants who do not have a direct contract with the Contractor
 - 4.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 4.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
5. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
6. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 - 6.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

7. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 15.1.1 The Name of the Claimant;
 - 15.1.2 The name of the person for whom the labor was done, or materials or equipment furnished;

- 15.1.3 A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 15.1.4 A brief description of the labor, materials, or equipment furnished;
 - 15.1.5 The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 15.1.6 The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 15.1.7 The total amount of previous payments received by the Claimant; and
 - 15.1.8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 15.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 15.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
17. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

SECTION IX

SECTION C

Crosswinds East CDD

Field Management Report

Completed Items

- Cleared some drains along streets in areas builders have not moved into.
- Repaired damaged retaining wall fence off Katrina Dr.
- Supplemental trash cleanup along some of the park and entry areas.



Contracted Services

- Reviewed and monitored new areas that were are are wrapping up for additiona addendum.
- Yellowstone is working to assess plant replacements. Recommended disposal charge to move things along and prep area as they finish inventory.
- Ponds diking was completed.
- Amenity pool and janitorial are doing well. No issues to note currently.
- Monthly meter readings for Grove at Crosswinds are being recorded for quarterly billing.
- Overall site maintenance is satisfactory.



In Progress

- Coordinating supplemental fert and pest to onboard new Bermuda field.
- New outdoor gym equipment area is being monitored for completion.
- Keeping tabs on pending garbage cans in phase 2 C park. Some are being added to janitorial for service.
- Paver trails reviews to assess repair needs from equipment likely tied to enhancements and other site work.



Crosswinds East CDD

Field Management Report – Photo Supplement

Landscape Monitoring



Photo Description:

✚ Example: Freeze recovery and cleanup started like arboricolas pictured in front of the amenity.



Photo Description:

✚ Townhomes entry clean up & plant replacements.



New phase 2C areas coming online



Photo Description:

Phase 2C dog park and nearby common area.



Photo Description:

Baker Dairy entry.



New phase 2C areas coming online



Photo Description:

- ✚ New sports field and adjacent playground area wrapping up.

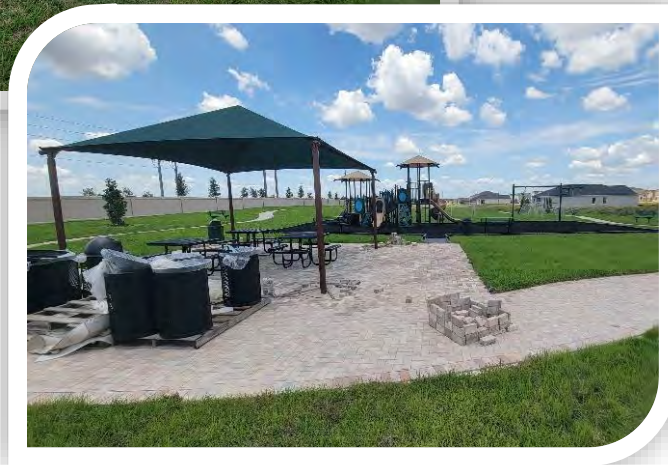
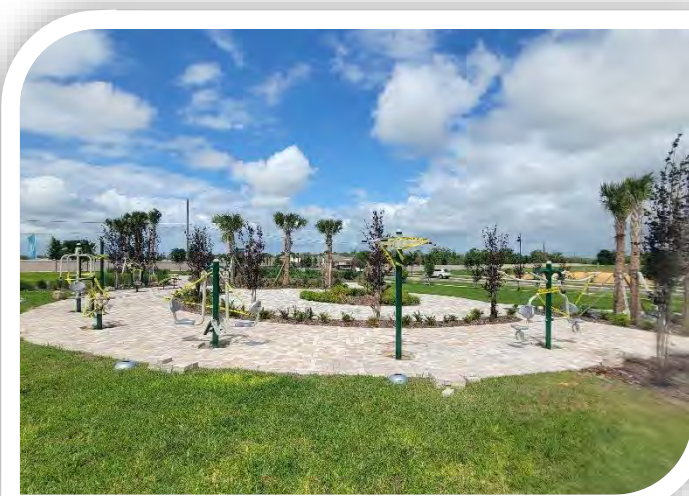


Photo Description:

- ✚ New outdoor gym equipment off Katrina Dr.



Maintenance and Site Items



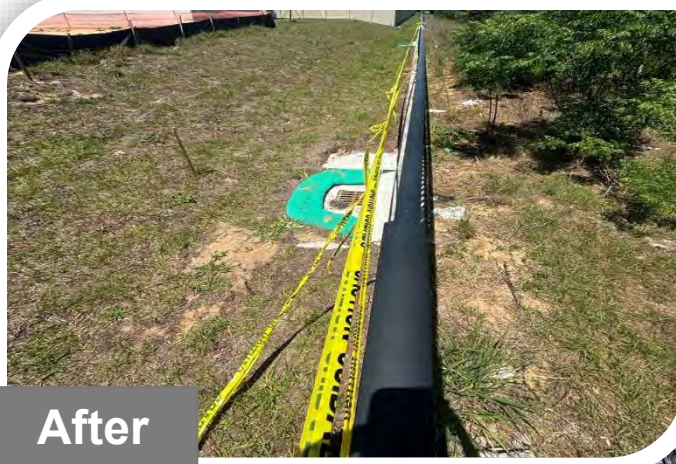
After

Photo Description:

✚ Clearing of some drain inlets as needed.



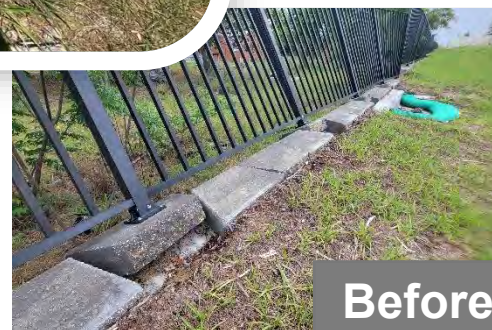
Before



After

Photo Description:

✚ Retaining wall fence review and repairs.



Before

Maintenance and Site Items



Photo Description:

✚ Amer's loop lift station is being used as a shortcut to access Powerline Rd.



Photo Description:

✚ Monitoring builder damage and repairs on CDD tract on Hummock Pl.




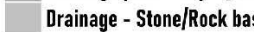






SECTION 1

SECTION (a)

CROSSWINDS EAST CDD






CONDGON TOWNHOMES PH1&2, CROSSWINDS EAST PH 1 & 2C

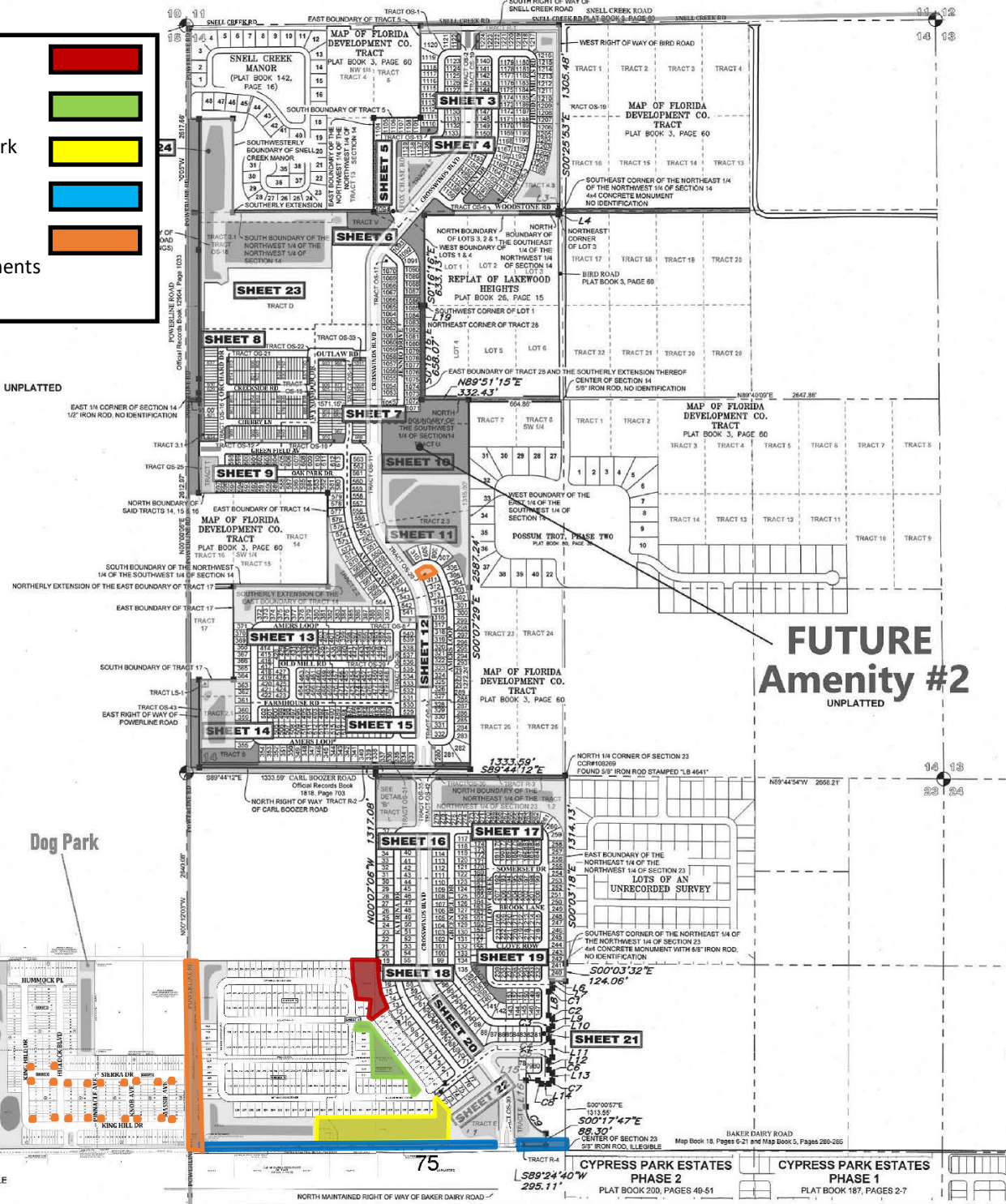
Legend

-  Amenity/Park [Landscaper]
 -  Common Areas [Landscaper]
 -  Drainage pond - Wet/Marshy [Aquatics]
 -  Drainage pond - Dry - [Landscaper]
 -  Drainage - Stone/Rock basin (NOT disced)
 -  Wetland/Conservation Area/Wooded [NO landscaping]
 -  INCOMPLETE / FUTURE EXPANSION
-  Include upcoming wall area - [Landscaper]
 -  - Use the existing landscaping along Crosswinds Blvd wall. Assume same for these areas.
 -  Include upcoming common Areas [Landscaper]
 -  - Plan as unirrigated Bahia.

NOTE

For the purpose of landscaping:
 Areas marked in light green,
 pink, gray, yellow, red, and brown
 are to be included.
 Dry pond bottoms are to be disced.

- Tract 5 
- Dog Park 
- Riverbend Blvd Park 
- Bake Dairy Road 
- Powerline & Townhome Easements 



Amenity #1
 Dog Park



NOT TO SCALE

75

CYPRESS PARK ESTATES PHASE 2 PLAT BOOK 200, PAGES 49-51
 CYPRESS PARK ESTATES PHASE 1 PLAT BOOK 187, PAGES 2-7

Crosswinds East Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape- Southeast, LLC

Address: 1773 Business Center Lane
Kissimmee, FL 34758

Phone: (407) 396-0529

Fax: Not Applicable

Contact: Nicole Ailes

Email: nailes@yellowstonelandscape.com

Property: **Tract 5**
CROSSWINDS EAST PHASE IIC PB 215 PGS
45-50 TRACT 5

Address: 219 E Livingston ST
Orlando, FL 32801

Phone:

Contact: Clayton Smith, Marshall Tindall

Email: Csmith@gmscfl.com, mtindall@gmscfl.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$460.00	\$5,520.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$144.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$144.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$192.00
ANNUAL CHANGES - <i>None at this time - Provide per annual price</i> (Component E.1)	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
<i>Per Annual Pricing: \$2.40</i> BEU DRESSING - Estimate mulch yds - <i>Cocoa Brown Mulch</i> (Component E.2)					\$990.00						\$0.00		\$990.00
<i>Brown Mulch Per Yard Pricing: \$66.00</i>					15						0		
PALM TRIMMING 1 x Per Year (Component E.3) <i>Per Palm Price: \$75</i> <i>Palm counts: 3</i>					\$450.00								\$450.00
					6								
TOTAL FEE PER MONTH:	\$500.00	\$500.00	\$500.00	\$500.00	\$1,940.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$7,440

Fee Schedule with Extra Services	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00
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Fee Schedule Essential Services Only	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$6,000.00
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Extra Services Annual Changes, Palm Pruning, Mulch	\$1,440.00
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TOTAL	\$7,440.00
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Additional Year Pricing	
YEAR 2 - Essential Services ONLY Annual Pricing -	\$6,180.00
YEAR 3 - Essential Services ONLY Annual Pricing	\$6,360.00
YEAR 4 - Essential Services ONLY Annual Pricing -	\$6,552.00

OTC INJECTION Per Palm Price	\$35.00
Estimated Quantity of Palms needing OTC	0

Crosswinds East Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape- Southeast, LLC

Property: **Dog Park**

Address: 1773 Business Center Lane
Kissimmee, FL 34758

Address: 219 E Livingston ST
Orlando, FL 32801

Phone: (407) 396-0529

Phone:

Fax: Not Applicable

Contact: Nicole Ailes

Contact: Clayton Smith, Marshall Tindall

Email: nailes@yellowstonelandscape.com

Email: Csmith@gmscfl.com, mtindal@gmscfl.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$465.00	\$5,580.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$240.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$180.00
ANNUAL CHANGES - None at this time - Provide per annual price (Component E.1) <i>Per Annual Pricing: \$2.40</i>	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
BEU DRESSING - Estimate mulch yds - Cocoa Brown Mulch (Component E.2) <i>Brown Mulch Per Yard Pricing: \$66.00</i>					\$0.00						\$0.00		\$0.00
PALM TRIMMING 1 x Per Year (Component E.3) <i>Per Palm Price: \$205</i> <i>Palm counts: 0</i>					\$0.00								\$0.00
TOTAL FEE PER MONTH:	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000

Fee Schedule with Extra Services	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
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Fee Schedule Essential Services Only	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$6,000.00
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Extra Services Annual Changes, Palm Pruning, Mulch	\$0.00
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TOTAL	\$6,000.00
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Additional Year Pricing	
YEAR 2 - Essential Services ONLY Annual Pricing -	\$6,180.00
YEAR 3 - Essential Services ONLY Annual Pricing	\$6,360.00
YEAR 4 - Essential Services ONLY Annual Pricing -	\$6,552.00

OTC INJECTION Per Palm Price	\$35.00
Estimated Quantity of Palms needing OTC	0

Crosswinds East Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape- Southeast, LLC

Property: **Riverbend Blvd Park**

Address: 1773 Business Center Lane
Kissimmee, FL 34758

Address: 219 E Livingston ST
Orlando, FL 32801

Phone: (407) 396-0529

Phone:

Fax: Not Applicable

Contact: Nicole Ailes

Contact: Clayton Smith, Marshall Tindall

Email: nailes@yellowstonelandscape.com

Email: Csmith@gmscdf.com, mtindall@gmscdf.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$997.00	\$11,964.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$136.00	\$1,632.00
SPORTS FIELD CARE <i>Additional Mowing/Top Dressing/Aeration</i>	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$685.00	\$8,220.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
ANNUAL CHANGES - None at this time - Provide per annual price (Component E.1) <i>Per Annual Pricing: \$2.40</i>	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
BED DRESSING - Estimate mulch yds - Cocoa Brown Mulch (Component E.2) <i>Brown Mulch Per Yard Pricing: \$66.00</i>					\$330.00						\$0.00		\$330.00
PALM TRIMMING 1x Per Year (Component E.3) <i>Per Palm Price: \$62</i> <i>Palm counts: 3</i>					\$0.00								\$0.00
TOTAL FEE PER MONTH:	\$1,853.00	\$1,853.00	\$1,853.00	\$1,853.00	\$2,183.00	\$1,853.00	\$1,853.00	\$1,853.00	\$1,853.00	\$1,853.00	\$1,853.00	\$1,853.00	\$22,566

Fee Schedule with Extra Services	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50	\$1,880.50
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Fee Schedule Essential Services Only	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853	\$1,853
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$22,236.00
Extra Services Annual Changes, Palm Pruning, Mulch	\$330.00
TOTAL	\$22,566.00

Additional Year Pricing	
YEAR 2 - Essential Services ONLY Annual Pricing -	\$22,896.00
YEAR 3 - Essential Services ONLY Annual Pricing	\$23,580.00
YEAR 4 - Essential Services ONLY Annual Pricing -	\$24,288.00

OTC INJECTION Per Palm Price	\$35.00
Estimated Quantity of Palms needing OTC	0

Crosswinds East Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape- Southeast, LLC

Property: **Baker Dairy Road**

Address: 1773 Business Center Lane
Kissimmee, FL 34758

Address: 219 E Livingston ST
Orlando, FL 32801

Phone: (407) 396-0529

Phone:

Fax: Not Applicable

Contact: Nicole Ailes

Contact: Clayton Smith, Marshall Tindall

Email: nailes@yellowstonelandscape.com

Email: Csmith@gmscfl.com, mtindall@gmscfl.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$620.00	\$7,440.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$60.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$120.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
ANNUAL CHANGES - None at this time - Provide per annual price (Component E.1)	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
<i>Per Annual Pricing: \$2.40</i> BEU DRESSING - Estimate mulch yds - Cocoa Brown Mulch (Component E.2)	0			0			0			0			\$0.00
<i>Brown Mulch Per Yard Pricing: \$66.00</i>					\$2,310.00								\$2,310.00
<i>Brown Mulch Per Yard Pricing: \$66.00</i>					35								0
PALM TRIMMING 1 x Per Year (Component E.3) <i>Per Palm Price: \$62</i> <i>Palm counts: 0</i>					\$0.00								\$0.00
					0								
TOTAL FEE PER MONTH:	\$665.00	\$665.00	\$665.00	\$665.00	\$2,975.00	\$665.00	\$665.00	\$665.00	\$665.00	\$665.00	\$665.00	\$665.00	\$10,290

Fee Schedule with Extra Services	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50	\$857.50
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Fee Schedule Essential Services Only	\$665	\$665	\$665	\$665	\$665	\$665	\$665	\$665	\$665	\$665	\$665	\$665
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$7,980.00
Extra Services Annual Changes, Palm Pruning, Mulch	\$2,310.00
TOTAL	\$10,290.00

Additional Year Pricing	
YEAR 2 - Essential Services ONLY Annual Pricing -	\$8,220.00
YEAR 3 - Essential Services ONLY Annual Pricing	\$8,460.00
YEAR 4 - Essential Services ONLY Annual Pricing -	\$8,712.00

OTC INJECTION Per Palm Price	\$35.00
Estimated Quantity of Palms needing OTC	0

Crosswinds East Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape- Southeast, LLC

Property: **Powerline & Townhome Easements**

Address: 1773 Business Center Lane
Kissimmee, FL 34758

Address: 219 E Livingston ST
Orlando, FL 32801

Phone: (407) 396-0529

Phone:

Fax: Not Applicable

Contact: Nicole Ailes

Contact: Clayton Smith, Marshall Tindall

Email: nailes@yellowstonelandscape.com

Email: Csmith@gmscfl.com, mtindal@gmscfl.com

YEAR 1 Pricing Break Down	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$7,200.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$360.00
TREE/SHRUB CARE Includes OTC if Applicable (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$240.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$720.00
ANNUAL CHANGES - None at this time - Provide per annual price (Component E.1) <i>Per Annual Pricing: \$2.40</i>	\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
BEU DRESSING - Estimate mulch yds - Cocoa Brown Mulch (Component E.2) <i>Brown Mulch Per Yard Pricing: \$66.00</i>					\$1,650.00						\$0.00		\$1,650.00
PALM TRIMMING 1 x Per Year (Component E.3) <i>Per Palm Price: \$62</i> <i>Palm counts: 0</i>					\$0.00								\$0.00
TOTAL FEE PER MONTH:	\$710.00	\$710.00	\$710.00	\$710.00	\$2,360.00	\$710.00	\$710.00	\$710.00	\$710.00	\$710.00	\$710.00	\$710.00	\$10,170

Fee Schedule with Extra Services	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50	\$847.50
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Fee Schedule Essential Services Only	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710	\$710
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$8,520.00
---	------------

Extra Services Annual Changes, Palm Pruning, Mulch	\$1,650.00
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TOTAL	\$10,170.00
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Additional Year Pricing	
YEAR 2 - Essential Services ONLY Annual Pricing -	\$8,772.00
YEAR 3 - Essential Services ONLY Annual Pricing	\$9,036.00
YEAR 4 - Essential Services ONLY Annual Pricing -	\$9,312.00

OTC INJECTION Per Palm Price	\$35.00
Estimated Quantity of Palms needing OTC	0

SECTION (b)



Proposal #: 695390

Date: 4/24/2026

From: Virginia Alvarez Cortes

Landscape Enhancement Proposal for
Crosswinds East CDD

Marshall Tindell
GMS-CF, LLC
219 East Livingston Street
Orlando, FL 32801
Mtindall@gmscfl.com

LOCATION OF PROPERTY

4350 Riverbend Blvd
Haines City, FL 33844

Dump fee for plants with cold damage cut backs.

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
General Labor		\$0.00	\$0.00
Dump Fee	2	\$1,550.00	\$3,100.00

Proposal for debris dump fee.

Maintenance crew has already started cutbacks on plants affected with cold damage. Crew will continue to perform cutbacks with maintenance hours.

Dump fee is required to haul debris away from premises.

Terms and Conditions: Signature below authorizes Yellowstone to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

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

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title _____

Date _____

Crosswinds East CDD

Subtotal	\$3,100.00
Sales Tax	\$0.00
Proposal Total	\$3,100.00

THIS IS NOT AN INVOICE

SECTION D

SECTION 1

Crosswinds East Community Development District

Summary of Checks

March 28,2026 to April 28, 2026

Bank	Date	Check No.'s	Amount
General Fund			
	4/2/26	503-509	\$ 26,169.11
	4/9/26	510-512	\$ 6,591.75
	4/16/26	513-515	\$ 18,466.08
	4/22/26	516-518	\$ 168,965.25
		Autodrafts	\$ 44,060.46
		Total:	\$ 264,252.65
Supervisor Fees			
	<u>April 2026</u>		
	Lindsey E Roden	50046	\$ 150.00
	Lauren O Schwenk	50047	\$ 184.70
	Bobbie J Shockley	50048	\$ 184.70
	Jessica M Spencer	50049	\$ 184.70
		Total:	\$ 704.10
			\$ 264,956.75

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/02/26	00038	3/30/26	21488	202603	320	53800	47000		POND MAINTENANCE-MAR26 AQUATIC WEED MANAGEMENT, INC	*	200.00	200.00	000503
4/02/26	00035	4/02/26	04022026	202604	300	15500	10000		PYGRND/EQUIP LEASE-MAY26 BOWPROP I, LLC	*	3,529.11	3,529.11	000504
4/02/26	00068	2/24/26	17274	202602	330	57200	48200		CLEANING SVCS-FEB26 CSS CLEAN STAR SERVICES OF CENTRAL	*	1,000.00	1,000.00	000505
4/02/26	00011	3/19/26	22483250	202602	310	51300	31100		ENGINEERING SVCS-FEB26 DEWBERRY ENGINEERS, INC.	*	425.00	425.00	000506
4/02/26	00001	1/31/26	104	202601	320	53800	48000		FLAG AND SIGN REMOVAL 1/31/26 105 TRASH/DEBRIS CLEANUP GOVERNMENTAL MANAGEMENT SERVICES-CF	*	990.00	1,350.00	000507
4/02/26	00066	4/01/26	31231	202604	330	57200	48500		POND MAINTENANCE-APR26 MCDONNELL CORPORATION	*	1,500.00	1,500.00	000508
4/02/26	00073	3/15/26	1128431	202603	320	53800	46200		LANDSCAPE MAINT-MAR26 YELLOWSTONE LANDSCAPE	*	18,165.00	18,165.00	000509
4/09/26	00061	1/15/26	114824	202601	330	57200	34500		REMOTE MONITOR VID-JAN26 2/17/26 1116 REMOTE MONITOR VID-FEB26 3/16/26 1127 REMOTE MONITORING VIDEO CURRENT DEMANDS ELECTRICAL &	*	180.00	540.00	000510
4/09/26	00032	4/01/26	23166	202604	320	53800	46200		POND DISKING-APR26 PRINCE & SONS, INC	*	4,850.00	4,850.00	000511
4/09/26	00073	2/20/26	1112532	202601	320	53800	47300		LATERAL LANE BREAK YELLOWSTONE LANDSCAPE	*	1,201.75	1,201.75	000512

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/16/26	00001	4/01/26	113	202604	320-53800-34000		FIELD MANAGEMENT-APR26	*	1,287.50		
4/01/26		114	202604	310-51300-34000		MANAGEMENT FEES-APR26		*	3,433.33		
4/01/26		114	202604	310-51300-35200		WEBSITE MANAGEMENT-APR26		*	108.17		
4/01/26		114	202604	310-51300-35100		INFORMATION TECH-APR26		*	162.25		
4/01/26		114	202604	310-51300-31300		DISSEMINATION SVCS-APR26		*	515.00		
4/01/26		114	202604	330-57200-48300		AMENITY ACCESS-APR26		*	1,250.00		
4/01/26		114	202604	310-51300-51000		OFFICE SUPPLIES		*	3.13		
4/01/26		114	202604	310-51300-42000		POSTAGE		*	15.60		
4/01/26		114	202604	310-51300-42500		COPIES		*	6.75		
GOVERNMENTAL MANAGEMENT SERVICES-CF									6,781.73	000513	
4/16/26	00013	4/11/26	14739	202603	310-51300-31500		ATTORNEY SVCS-MAR26	*	3,436.22		
KILINSKI VAN WYK PLLC									3,436.22	000514	
4/16/26	00052	3/25/26	8120242	202603	310-51300-32300		TRUSTEE FEES S24 AA1 FY26	*	4,811.40		
3/25/26		8120242	202603	300-15500-10000		TRUSTEE FEES S24 AA1 FY27		*	3,436.73		
U.S. BANK									8,248.13	000515	
4/22/26	00053	4/20/26	042026	202604	300-20700-10000		ASSESSMENT TRXF-S2024-AA1	*	168,222.75		
CROSSWINDS EAST CDD CO US BANK									168,222.75	000516	
4/22/26	00061	4/15/26	1138	202604	330-57200-34500		REMOTE MONITOR VID-APR26	*	180.00		
CURRENT DEMANDS ELECTRICAL &									180.00	000517	
4/22/26	00011	4/16/26	22485793	202603	310-51300-31100		ENGINEERING SVCS-MAR26	*	562.50		
DEWBERRY ENGINEERS, INC.									562.50	000518	
TOTAL FOR BANK A									220,192.19		

CRSW CROSSWINDS EAS BOH

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/02/26	00070	3/02/26	8224-03. 4112 HUMMOCK PL-MAR.26	202603	330-57200-44000			SUMMIT BROADBAND	V	23.50-	23.50	080101
4/01/26	00055	3/31/26	7684-03. 2901 POWERLINE RD-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	1,291.08	1,291.08	080109
4/01/26	00055	3/31/26	4919-03. 4112 HUMMOCK-MAR.26	202603	330-57200-43200			CITY OF HAINES CITY	*	816.22	816.22	080110
4/01/26	00055	3/31/26	4928-03. 4297 RIVERBEND-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	6,470.14	6,470.14	080111
4/01/26	00055	3/31/26	4929-03. 3402 OAK PARK DR-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	3,624.43	3,624.43	080112
4/01/26	00055	3/31/26	4930-03. 4160 CARL BOOZER-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	2,946.88	2,946.88	080113
4/01/26	00055	3/31/26	5399-03. 4043 KING HILL DR-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	2,347.90	2,347.90	080114
4/01/26	00055	3/31/26	5658-03. 1797 CROSSWINDS-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	308.58	308.58	080115
4/01/26	00055	3/31/26	5668-03. 4849 KATRINA DR-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	557.39	557.39	080116
4/01/26	00055	3/31/26	7685-03. 5325 WILLOW CREEK-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	327.43	327.43	080117
4/01/26	00055	3/31/26	7916-03. 4325 RIVERBEND-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	191.54	191.54	080118
4/01/26	00055	3/31/26	7917-03. 5829 HEAVEN ROAD-MAR.26	202603	320-53800-43200			CITY OF HAINES CITY	*	340.00	340.00	080119

CRSW CROSSWINDS EAS BOH

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/01/26	00022	3/16/26	2474-03. 3599 BAKER DAIRY-MAR.26	202603		320-53800	43100		DUKE ENERGY	*	542.45	542.45	080120
4/01/26	00022	3/25/26	3650-03. 4160 CARL BOOZER-MAR.26	202603		320-53800	43000		DUKE ENERGY	*	46.84	46.84	080121
4/08/26	00055	2/04/26	2642-01. 5325 WILLOW CREEK-JAN.26	202601		320-53800	43200		CITY OF HAINES CITY	*	131.83	131.83	080122
4/08/26	00070	4/01/26	8224-04. 4112 HUMMOCK PL-APR.26	202604		330-57200	44000		SUMMIT BROADBAND	*	20.00	20.00	080123
4/15/26	00022	4/13/26	1597-04. 3626 RODEN RD-APR.26	202604		320-53800	43000		DUKE ENERGY	*	49.75	49.75	080124
4/16/26	00022	4/16/26	5893-03. 2120 FOX CHASE RD-MAR.26	202603		320-53800	43000		DUKE ENERGY	*	34.06	34.06	080125
4/16/26	00022	4/16/26	6505-03. 3402 OAK PARK DR-MAR.26	202603		320-53800	43000		DUKE ENERGY	*	29.47	29.47	080126
4/16/26	00022	4/15/26	2311-04. 3863 KING HILL DR-APR.26	202604		320-53800	43000		DUKE ENERGY	*	31.39	31.39	080127
4/16/26	00022	4/15/26	9152-04. 4112 HUMMOCK PL-APR.26	202604		330-57200	43000		DUKE ENERGY	*	477.71	477.71	080128
4/16/26	00022	4/16/26	2147-04. 4289 RIVERBEND-APR.26	202604		320-53800	43000		DUKE ENERGY	*	30.17	30.17	080129
4/16/26	00022	4/16/26	2474-04. 3599 BAKER DAIRY-APR.26	202604		320-53800	43100		DUKE ENERGY	*	542.45	542.45	080130
4/16/26	00022	4/16/26	8049-04. 2871 POWER LINE RD-APR.26	202604		320-53800	43100		DUKE ENERGY	*	22,888.34	22,888.34	080131

CRSW CROSSWINDS EAS BOH

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
4/28/26	00022	4/27/26 3650-04.	202604 320-53800-43000	DUKE ENERGY	*	37.91	37.91 080132
						TOTAL FOR BANK Z	44,060.46
						TOTAL FOR REGISTER	264,252.65

SECTION 2

Crosswinds East
Community Development District

Unaudited Financial Reporting
March 31, 2026



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Crosswinds East
Community Development District
Combined Balance Sheet
March 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 194,988	\$ -	\$ -	\$ 194,988
Amenity Account	\$ -	\$ -	\$ 769,612	\$ 769,612
State Board of Administration	\$ 342,908	\$ -	\$ -	\$ 342,908
Due from Developer	\$ -	\$ -	\$ 573,142	\$ 573,142
Investments:				
<i>Series 2024 A1</i>				
Construction	\$ -	\$ -	\$ 0	\$ 0
Reserve	\$ -	\$ 1,783,400	\$ -	\$ 1,783,400
Revenue	\$ -	\$ 1,596,029	\$ -	\$ 1,596,029
<i>Series 2024 A2</i>				
Construction	\$ -	\$ -	\$ 4,167	\$ 4,167
Reserve	\$ -	\$ 214,492	\$ -	\$ 214,492
Revenue	\$ -	\$ 275,142	\$ -	\$ 275,142
<i>Series 2024 2B</i>				
Custody Account	\$ -	\$ -	\$ 0	\$ 0
Prepaid Expenses	\$ 6,966	\$ -	\$ -	\$ 6,966
Total Assets	\$ 544,862	\$ 3,869,064	\$ 1,346,922	\$ 5,760,847
Liabilities:				
Accounts Payable	\$ 55,582	\$ -	\$ -	\$ 55,582
Contracts Payable	\$ -	\$ -	\$ 269,725	\$ 269,725
Retainage Payable	\$ -	\$ -	\$ 57,918	\$ 57,918
Total Liabilities	\$ 55,582	\$ -	\$ 327,643	\$ 383,224
Fund Balance:				
Restricted For:				
Debt Services - Series 2024 A1	\$ -	\$ 3,379,429	\$ -	\$ 3,379,429
Debt Services - Series 2024 A2	\$ -	\$ 489,634	\$ -	\$ 489,634
Capital Projects - Amenity	\$ -	\$ -	\$ 769,612	\$ 769,612
Capital Projects - Series 2024 A1	\$ -	\$ -	\$ 213,651	\$ 213,651
Capital Projects - Series 2024 A2	\$ -	\$ -	\$ 36,015	\$ 36,015
Capital Projects - Series 2024 2B	\$ -	\$ -	\$ 0	\$ 0
Unassigned	\$ 489,280	\$ -	\$ -	\$ 489,280
Total Fund Balances	\$ 489,280	\$ 3,869,064	\$ 1,019,279	\$ 5,377,623
Total Liabilities & Fund Balance	\$ 544,862	\$ 3,869,064	\$ 1,346,922	\$ 5,760,847

Crosswinds East
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues:				
Assessments - On Roll	\$ 1,089,667	\$ 718,261	\$ 718,261	\$ -
Assessments - Direct (Unplatted)	\$ 261,215	\$ 195,911	\$ 195,911	\$ -
Interest Income	\$ -	\$ -	\$ 4,185	\$ 4,185
Total Revenues	\$ 1,350,881	\$ 914,172	\$ 918,358	\$ 4,185
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 6,000	\$ 3,800	\$ 2,200
Employer FICA Expense	\$ 918	\$ 459	\$ 291	\$ 168
Engineering	\$ 15,000	\$ 7,500	\$ 1,558	\$ 5,943
Attorney	\$ 25,000	\$ 12,500	\$ 11,463	\$ 1,037
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,150	\$ 5,150	\$ 5,150	\$ -
Arbitrage	\$ 900	\$ 900	\$ 900	\$ -
Dissemination	\$ 8,755	\$ 3,090	\$ 3,090	\$ -
Disclosure Software	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Trustee Fees	\$ 10,242	\$ 10,242	\$ 12,141	\$ (1,898)
Management Fees	\$ 41,200	\$ 20,600	\$ 20,600	\$ 0
Information Technology	\$ 1,947	\$ 973	\$ 974	\$ (0)
Website Maintenance	\$ 1,298	\$ 649	\$ 649	\$ (0)
Postage & Delivery	\$ 250	\$ 250	\$ 1,022	\$ (772)
Insurance	\$ 6,934	\$ 6,934	\$ 5,732	\$ 1,202
Copies	\$ 750	\$ 375	\$ 24	\$ 351
Legal Advertising	\$ 5,000	\$ 2,500	\$ 642	\$ 1,858
Other Current Charges	\$ 2,500	\$ 1,250	\$ 286	\$ 964
Office Supplies	\$ 625	\$ 313	\$ 14	\$ 299
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 147,644	\$ 84,860	\$ 73,507	\$ 11,352
Operations & Maintenance				
Field Expenditures				
Property Insurance	\$ 30,000	\$ 30,000	\$ 21,878	\$ 8,122
Field Management	\$ 15,450	\$ 7,725	\$ 7,725	\$ -
Landscaping Replacement	\$ 40,000	\$ 20,000	\$ 7,511	\$ 12,489
Streetlights	\$ 40,000	\$ 40,000	\$ 54,648	\$ (14,648)
Electric	\$ 5,000	\$ 2,500	\$ 1,091	\$ 1,409
Water & Sewer	\$ 30,000	\$ 30,000	\$ 89,073	\$ (59,073)
Landscape Maintenance	\$ 400,000	\$ 200,000	\$ 130,630	\$ 69,370
Lake Maintenance	\$ 2,400	\$ 1,200	\$ 1,200	\$ -
Irrigation Repairs	\$ 15,000	\$ 7,500	\$ 2,679	\$ 4,821
General Repairs & Maintenance	\$ 10,000	\$ 5,000	\$ 2,095	\$ 2,905
Holiday Décor	\$ 10,000	\$ -	\$ 6,830	\$ (6,830)
Field Contingency	\$ 58,233	\$ 29,117	\$ 292	\$ 28,825
Capital Outlay	\$ -	\$ -	\$ 58,930	\$ (58,930)
Subtotal Field Expenditures	\$ 656,083	\$ 373,042	\$ 384,582	\$ (11,541)

Crosswinds East
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Amenities Expenditures				
Amenity - Electric	\$ 50,000	\$ 25,000	\$ 2,985	\$ 22,015
Amenity - Water	\$ 30,000	\$ 15,000	\$ 4,502	\$ 10,498
Playground & Furniture Lease	\$ 97,349	\$ 48,675	\$ 21,175	\$ 27,500
Internet	\$ 4,000	\$ 2,000	\$ 160	\$ 1,840
Pest Control	\$ 4,000	\$ 2,000	\$ 360	\$ 1,640
Janitorial Services	\$ 48,000	\$ 24,000	\$ 6,620	\$ 17,380
Security Services	\$ 52,000	\$ 26,000	\$ 1,440	\$ 24,560
Pool Maintenance	\$ 36,000	\$ 18,000	\$ 9,000	\$ 9,000
Swimming Pool Permit	\$ -	\$ -	\$ 280	\$ (280)
Amenity Repairs & Maintenance	\$ 20,000	\$ 10,000	\$ 510	\$ 9,490
Amenity Access Management	\$ 15,000	\$ 7,500	\$ 7,500	\$ -
Amenties Contingency	\$ 20,000	\$ 10,000	\$ 14,280	\$ (4,280)
Subtotal Amenity Expenditures	\$ 376,349	\$ 188,175	\$ 68,811	\$ 119,364
Total Operations & Maintenance	\$ 1,032,432	\$ 561,216	\$ 453,393	\$ 107,823
Total Expenditures	\$ 1,180,076	\$ 646,076	\$ 526,900	\$ 119,175
Excess (Deficiency) of Revenues over Expenditures	\$ 170,806		\$ 391,457	
Fund Balance - Beginning	\$ -		\$ 97,823	
Fund Balance - Ending	\$ 170,806		\$ 489,280	

Crosswinds East
Community Development District
Series 2024 Assessment Area 1 Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Projected Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues:				
Assessments - On Roll	\$ 1,783,400	\$ 1,394,062	\$ 1,394,062	\$ -
Interest	\$ 48,370	\$ 24,185	\$ 45,879	\$ 21,694
Total Revenues	\$ 1,831,770	\$ 1,418,247	\$ 1,439,941	\$ 21,694
Expenditures:				
<i>Series 2024</i>				
Interest - 11/1	\$ 704,759	\$ 704,759	\$ 704,759	\$ -
Principal - 5/1	\$ 380,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 704,759	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,789,519	\$ 704,759	\$ 704,759	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 42,251		\$ 735,181	
Fund Balance - Beginning	\$ 860,479		\$ 2,644,248	
Fund Balance - Ending	\$ 902,730		\$ 3,379,429	

Crosswinds East
Community Development District
Series 2024 Assessment Area 2 Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Projected Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues:				
Assessments - Direct	\$ 428,982	\$ 266,130	\$ 266,130	\$ -
Interest	\$ 11,790	\$ 5,895	\$ 4,964	\$ (931)
Total Revenues	\$ 440,772	\$ 272,025	\$ 271,094	\$ (931)
Expenditures:				
<i>Series 2024</i>				
Interest - 11/1	\$ 165,103	\$ 165,103	\$ 165,103	\$ -
Principal - 5/1	\$ 100,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 165,103	\$ -	\$ -	\$ -
Total Expenditures	\$ 430,205	\$ 165,103	\$ 165,103	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 10,567		\$ 105,992	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (3,745)	\$ (3,745)
Total Other Financing Sources/(Uses)	\$ -		\$ (3,745)	
Net Change in Fund Balance	\$ 10,567		\$ 102,247	
Fund Balance - Beginning	\$ 172,692		\$ 387,388	
Fund Balance - Ending	\$ 183,259		\$ 489,634	

Crosswinds East
Community Development District
Amenity Capital Projects
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Projected Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 6,820	\$ 6,820
Total Revenues	\$ -	\$ -	\$ 6,820	\$ 6,820
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 6,820	
Fund Balance - Beginning	\$ -	\$ -	\$ 762,792	
Fund Balance - Ending	\$ -	\$ -	\$ 769,612	

Crosswinds East
Community Development District
Series 2024 Capital Projects Fund AA1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 4,027,053	\$ 4,027,053
Interest	\$ -	\$ -	\$ 72,049	\$ 72,049
Total Revenues	\$ -	\$ -	\$ 4,099,102	\$ 4,099,102
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 4,016,602	\$ (4,016,602)
Total Expenditures	\$ -	\$ -	\$ 4,016,602	\$ (4,016,602)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 82,500	
Fund Balance - Beginning	\$ -	\$ -	\$ 131,151	
Fund Balance - Ending	\$ -	\$ -	\$ 213,651	

Crosswinds East
Community Development District
Series 2024 Capital Projects Fund AA2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 277,960	\$ 277,960
Interest	\$ -	\$ -	\$ 198	\$ 198
Total Revenues	\$ -	\$ -	\$ 278,158	\$ 278,158
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 245,216	\$ (245,216)
Total Expenditures	\$ -	\$ -	\$ 245,216	\$ (245,216)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 32,943	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 3,745	\$ 3,745
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 3,745	\$ 3,745
Net Change in Fund Balance	\$ -	\$ -	\$ 36,688	
Fund Balance - Beginning	\$ -	\$ -	\$ (673)	
Fund Balance - Ending	\$ -	\$ -	\$ 36,015	

Crosswinds East
Community Development District
Capital Projects Fund Phase 2A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2026

	Adopted Budget	Prorated Budget Thru 03/31/26	Actual Thru 03/31/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 98	\$ 98
Total Revenues	\$ -	\$ -	\$ 98	\$ 98
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 377,519	\$ (377,519)
Total Expenditures	\$ -	\$ -	\$ 377,519	\$ (377,519)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (377,421)	
Other Financing Sources/(Uses)				
Developer Advances	\$ -	\$ -	\$ 377,421	\$ (377,421)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 377,421	\$ (377,421)
Net Change in Fund Balance	\$ -	\$ -	\$ 0	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 0	

Crosswinds East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ 4,475	\$ 682,618	\$ 5,949	\$ 22,130	\$ 3,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 718,261
Assessments - Direct (Unplatted)	\$ 45,205	\$ 85,403	\$ -	\$ 42,701	\$ -	\$ 22,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,911
Interest Income	\$ 38	\$ 35	\$ 37	\$ 876	\$ 1,490	\$ 1,709	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,185
Total Revenues	\$ 45,242	\$ 89,913	\$ 682,654	\$ 49,526	\$ 23,620	\$ 27,402	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 918,358
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800	\$ -	\$ 800	\$ 800	\$ 600	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800
Employer FICA Expense	\$ 61	\$ -	\$ 61	\$ 61	\$ 46	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 291
Engineering	\$ 213	\$ 188	\$ 300	\$ 433	\$ 425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,558
Attorney	\$ 1,589	\$ 1,017	\$ 2,153	\$ 1,520	\$ 1,748	\$ 3,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,463
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,150
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900
Dissemination	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,090
Disclosure Software	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Trustee Fees	\$ 7,329	\$ -	\$ -	\$ -	\$ -	\$ 4,811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,141
Management Fees	\$ 3,433	\$ 3,433	\$ 3,433	\$ 3,433	\$ 3,433	\$ 3,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,600
Information Technology	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 974
Website Maintenance	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 649
Postage & Delivery	\$ 151	\$ 69	\$ 43	\$ 548	\$ 22	\$ 191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,022
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Copies	\$ 9	\$ -	\$ -	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24
Legal Advertising	\$ 642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 642
Other Current Charges	\$ 29	\$ 44	\$ 38	\$ 51	\$ 44	\$ 79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 286
Office Supplies	\$ 0	\$ 3	\$ 0	\$ 3	\$ 3	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 31,098	\$ 5,539	\$ 7,614	\$ 7,649	\$ 7,107	\$ 14,501	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,507

Crosswinds East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ 21,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,878
Field Management	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,725
Landscaping Replacement	\$ -	\$ -	\$ 6,811	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,511
Streetlights	\$ 6,906	\$ 557	\$ 7,733	\$ 7,751	\$ 13,059	\$ 18,641	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,648
Electric	\$ 105	\$ 106	\$ 223	\$ 263	\$ 156	\$ 237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,091
Water & Sewer	\$ 14,386	\$ 9,367	\$ 17,098	\$ 14,374	\$ 14,983	\$ 18,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,073
Landscape Maintenance	\$ 20,470	\$ 20,645	\$ 20,470	\$ 23,015	\$ 23,015	\$ 23,015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,630
Lake Maintenance	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200
Irrigation Repairs	\$ 327	\$ 360	\$ 694	\$ 1,202	\$ -	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,679
General Repairs & Maintenance	\$ 220	\$ 525	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,095
Holiday Décor	\$ -	\$ -	\$ 3,580	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,830
Field Contingency	\$ -	\$ 7	\$ 285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 292
Capital Outlay	\$ -	\$ 58,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,930
Subtotal Field Expenditures	\$ 65,779	\$ 91,986	\$ 58,381	\$ 53,393	\$ 52,700	\$ 62,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,582
Amenities Expenditures													
Amenity - Electric	\$ 511	\$ 478	\$ 492	\$ 612	\$ 450	\$ 441	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,985
Amenity - Water	\$ 769	\$ 657	\$ 789	\$ 756	\$ 715	\$ 816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,502
Playground & Furniture Lease	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,175
Internet	\$ 60	\$ 20	\$ 20	\$ 20	\$ 24	\$ 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160
Pest Control	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360
Janitorial Services	\$ 800	\$ 800	\$ 2,020	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,620
Security Services	\$ 180	\$ 180	\$ 180	\$ 540	\$ 180	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,440
Pool Maintenance	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
Swimming Pool Permit	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 510
Amenity Access Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Amenities Contingency	\$ -	\$ 13,500	\$ 780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,280
Subtotal Amenity Expenditures	\$ 8,659	\$ 21,975	\$ 10,620	\$ 10,057	\$ 8,707	\$ 8,793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,811
Total Operations & Maintenance	\$ 74,438	\$ 113,961	\$ 69,001	\$ 63,450	\$ 61,407	\$ 71,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 453,393
Total Expenditures	\$ 105,536	\$ 119,500	\$ 76,615	\$ 71,099	\$ 68,514	\$ 85,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,900
Excess (Deficiency) of Revenues over Expenditures	\$ (60,294)	\$ (29,587)	\$ 606,040	\$ (21,573)	\$ (44,894)	\$ (58,235)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391,457

Crosswinds East

Community Development District

Long Term Debt Report

Series 2024 Assessment Area 1, Special Assessment Revenue Bonds		
Interest Rate:	4.625%, 5.500%, 5.800%%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$1,783,400	
Reserve Fund Balance	\$1,783,400	
Bonds Outstanding - 2/29/24		\$25,785,000
Less: Principal Payment 5/1/25		(\$365,000)
Current Bonds Outstanding		\$25,420,000

Series 2024 Assessment Area 2, Special Assessment Revenue Bonds		
Interest Rate:	4.500%, 5.150%, 5.450%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$214,492	
Reserve Fund Balance	\$214,492	
Bonds Outstanding - 8/29/24		\$6,400,000
Less: Principal Payment 5/1/25		(\$95,000)
Current Bonds Outstanding		\$6,305,000

Crosswinds East CDD
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments	\$	988,019.98	\$	1,917,632.34	\$	2,905,652.32
Net Assessments	\$	918,858.58	\$	1,783,398.08	\$	2,702,256.66
		34.00%		66.00%		100.00%

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	2024 AA1 Debt		
							General Fund	Service	Total
11/26/25	11/08-11/15/25	\$13,987.46	(\$559.56)	(\$268.56)	\$0.00	\$13,159.34	\$4,474.62	\$8,684.72	\$13,159.34
12/08/25	11/16-11/25/25	\$1,404,123.94	(\$56,164.53)	(\$26,959.19)	\$0.00	\$1,321,000.22	\$449,184.72	\$871,815.50	\$1,321,000.22
12/12/25	INV# 4652338 & 4652339	(\$29,056.52)	\$0.00	\$0.00	\$0.00	(\$29,056.52)	(\$9,880.20)	(\$19,176.32)	(\$29,056.52)
12/19/25	11/26-11/30/25	\$120,415.98	(\$4,817.05)	(\$2,311.98)	\$0.00	\$113,286.95	\$38,521.39	\$74,765.56	\$113,286.95
12/31/25	12/01-12/15/25	\$640,123.56	(\$25,563.46)	(\$12,291.20)	\$0.00	\$602,268.90	\$204,791.78	\$397,477.12	\$602,268.90
01/09/26	12/16-12/31/25	\$14,458.64	(\$433.72)	(\$280.50)	\$0.00	\$13,744.42	\$4,673.57	\$9,070.85	\$13,744.42
01/29/26	10/01-12/31/25	\$0.00	\$0.00	\$0.00	\$3,750.88	\$3,750.88	\$1,275.43	\$2,475.45	\$3,750.88
02/13/26	01/01-01/31/26	\$67,764.40	(\$1,328.18)	(\$1,328.18)	\$0.00	\$65,080.81	\$22,129.67	\$42,951.14	\$65,080.81
03/13/26	02/01-02/28/26	\$9,273.49	\$0.00	(\$185.47)	\$0.00	\$9,088.02	\$3,090.23	\$5,997.79	\$9,088.02
TOTAL		\$ 2,241,090.95	\$ (88,893.73)	\$ (43,625.08)	\$ 3,750.88	\$ 2,112,323.02	\$ 718,261.21	\$ 1,394,061.81	\$ 2,112,323.02

78%	Net Percent Collected
\$ 589,933.64	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

GLK Real Estate 2026-01		Net Assessments	\$	90,409.00	\$	90,409.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Amt Received General Fund	
10/21/25	10/1/25	2777	\$ 45,204.50	\$ 45,204.50	\$ 45,204.50	
3/4/26	2/1/26	2847	\$ 22,602.25	\$ 22,602.25	\$ 22,602.25	
	5/1/26		\$ 22,602.25		\$ -	
			\$ 90,409.00	\$ 67,806.75	\$ 67,806.75	

Casa Fresca Cool House LLC 2026-02		Net Assessments	\$	599,788.57	\$	170,805.80	\$	428,982.77
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Amt Received General Fund	Amt Received Series 2024 AA2		
11/10/25	10/1/25	WIRED TO TRUIST	\$ 85,402.90	\$ 85,402.90	\$ 85,402.90	\$ -		
1/23/26	2/1/26	WIRED TO TRUIST	\$ 42,701.45	\$ 42,701.45	\$ 42,701.45	\$ -		
3/11/26	3/15/26	WIRED TO TRUIST	\$ 266,130.27	\$ 266,130.27	\$ -	\$ 266,130.27		
	5/1/26		\$ 42,701.45		\$ -	\$ -		
	9/15/26		\$ 162,852.50		\$ -	\$ -		
			\$ 599,788.57	\$ 394,234.62	\$ 128,104.35	\$ 266,130.27		

SECTION 3



April 15, 2026

Samantha Ham – Recording Secretary
Crosswinds East CDD
219 E. Livingston St.
Orlando, FL 32801

RE: Crosswinds East Community Development District Registered Voters

Dear Ms. Ham,

In response to your request, there are currently **134** voters within the Crosswinds East Community Development District as of **April 15, 2026**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Melony M. Bell

Melony M. Bell
Supervisor of Elections
Polk County, Florida