



Rizzetta & Company

# **Seven Oaks Community Development District**

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## **Board of Supervisors' Meeting February 7, 2024**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813-994-1001**

**[www.sevenoakscdd.com](http://www.sevenoakscdd.com)**

**SEVEN OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

Seven Oaks Clubhouse, 2910 Sports Core Circle, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Sean Grace	Chairman
	Jack Christensen	Vice Chairman
	Tom Graff	Assistant Secretary
	Jon Tomsu	Assistant Secretary
	Andrew Mendenhall	Assistant Secretary
<b>District Manager</b>	Scott Brizendine	Rizzetta & Company, Inc.
<b>District Counsel</b>	Kathryn Hopkinson	Straley Robin & Vericker
<b>District Engineer</b>	Greg Woodcock	Stantec Consulting

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO RD, SUITE 100 • WESLEY CHAPEL, FL 33544**  
**MAILING ADDRESS • 3434 COLWELL AVE, STE 200 • TAMPA, FL 33614**

[WWW.SEVENOAKSCDD.COM](http://WWW.SEVENOAKSCDD.COM)

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January 31, 2024

Board of Supervisors  
**Seven Oaks Community  
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of Seven Oaks Community Development District will be held on **Wednesday, February 7, 2024 at 6:00 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. REPORTS & PRESENTATIONS**
  - A. District Engineer
    1. Update Regarding RFP for Road Resurfacing ..... Tab 1
    2. Consideration of Proposals for Sign Repairs/  
Replacement – (tabled from last meeting) ..... Tab 2
  - B. District Counsel
    1. Update Regarding Parcel S-12
    2. Review of Driveway Apron Agreement..... Tab 3
  - C. Field Operations Manager Report
    1. Presentation of Field Manager's Report..... Tab 4
  - D. Clubhouse Manager
    1. Presentation of Clubhouse Manager's Report ..... Tab 5
    2. Consideration of Proposal for Hiring an Event Planner  
for Easter, Halloween and Christmas Parties..... Tab 6
    3. Continued Discussion Regarding Teaching Lessons
    4. Presentation on AFLAC..... Tab 7
    5. Consideration of Proposals to Add Additional  
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  - E. District Manager
    1. Review of District Manager's Report..... Tab 9
    2. Review of Financial Statements..... Tab 10
    3. Presentation of 4<sup>th</sup> Quarter Website Audit..... Tab 11
    4. Discussion Regarding Fiscal Year 2025 Budget  
Workshop
- 4. BUSINESS ITEMS**
  - A. Consideration of Proposal from Grau & Associates for  
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**5. CONSENT AGENDA/BUSINESS ADMINISTRATION**

- A. Consideration of Minutes of the Board of Supervisors'  
Meeting held on January 10, 2024 ..... Tab 13  
and the January 2024 O&M Reports for the Enterprise  
and General Funds (under separate cover)

**6. SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,  
*Scott Brizendine*  
Scott Brizendine  
District Manager



## **Tab 1**

# **PROPOSAL DOCUMENTS**

**For**

**SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT  
2024 Milling and Resurfacing Project**

**Prepared for:**



**BOARD OF SUPERVISORS  
Seven Oaks Community Development District**

**District Manager  
Rizzetta & Company, Inc,  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544**

**PASCO COUNTY, FLORIDA**

**January 2024**

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**PROJECT: SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**2024 MILLING AND RESURFACING PROJECT**  
**SOLICITATION NO: 2024-1**

NOTICE IS HEREBY GIVEN that the Seven Oaks Community Development District will open sealed proposals at **3:00 P.M., LOCAL TIME, April 19, 2024** at Rizzetta & Company, Inc, 5844 Old Pasco Road, Suite 100, Wesley Chapel Florida 33544, for the **Seven Oaks Community Development District 2024 Milling and Resurfacing Project. Work is to include milling and resurfacing existing roads, brick pavers, and associated infrastructure as indicated on the plans and specifications.**

Sealed proposal offers in one (1) hard copy for furnishing the forecasted work will be received and accepted by the Seven Oaks Community Development District, 5844 Old Pasco Road, Suite 100, Wesley Chapel Florida, 33544 (Attention Scott Brizendine), until the above stipulated date and time for opening of sealed proposals. For all hand-delivered proposals, the office is open, on normal workdays, between the hours of 8:00 A.M. and 5:00 P.M.

Copies of the Contract Documents, all bound together, and the plans, are on file and available for inspection by prospective Proposers at **Rizzetta & Company Inc, 5844 Old Pasco Road, Suite 100, Wesley Chapel Florida, 33544. Telephone Number (813) 994-1001. Electronic PDF copy of the bid documents and plans can be requested from Greg Woodcock by emailing [greg.woodcock@stantec.com](mailto:greg.woodcock@stantec.com) and [sbrizendine@rizzetta.com](mailto:sbrizendine@rizzetta.com).**

Proposal offers shall be accompanied by either a Proposal Bond or by a Certified Check or a Cashier's Check or an Official Bank Check in the dollar amount representing not less than five percent (5%) of the total amount proposed as a guarantee to enter into a contract and furnish a contract performance and payment bond in the amount of one hundred percent (100%) of the total proposal price within thirty (30) calendar days from the date of notification of the award.

A **mandatory** pre-proposal conference will be held at **10:00am. on March 8, 2024**, at the **Seven Oaks Amenity Center located at 2910 Sports Core Circle, Wesley Chapel, FL 33544.**

Representatives of Seven Oaks Community Development District and Engineer will be present to discuss the project. Proposers are to attend and participate in the conference. The Engineer will transmit to all prospective Proposers of record such addenda as Engineer considers necessary in response to questions arising at the conference.

The Seven Oaks Community Development District, Pasco County, Florida reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in offers received in accordance with the proposal documents and the DISTRICT Rules. The Seven Oaks Community Development District, Pasco County, Florida reserves the right to accept or reject any or all proposals as it deems in its best interests and waive informalities and minor irregularities in accordance with the proposal documents.

Draft Not for Construction

## SECTION II

### INSTRUCTIONS TO PROPOSERS

## SECTION II - INSTRUCTIONS TO PROPOSERS

### 01. GENERAL:

- a. The term DISTRICT used herein refers to the Seven Oaks Community Development District, Pasco County, Florida, or its duly authorized representative.
- b. The term PROPOSER used herein refers to the business, corporation, firm, organization, dealer, manufacturer or individual submitting a proposal to the DISTRICT in response to this solicitation.

### 02. PREPARATION AND SUBMISSION OF PROPOSAL:

- a. Each proposal shall be submitted in a sealed envelope plainly marked as required in the "Seven Oaks Community Development District 2024 Mill and Resurfacing Project, Advertisement of Proposal". If forwarded by mail, it shall be enclosed in another envelope addressed to Rizzetta & Company, Inc, 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (Attention Scott Brizendine). Proposals will be received at the office of the Rizzetta & Company, Inc. until the time and date specified in the Advertisement of Proposal. Proposals received after the time and date specified will not be considered.
- b. Form of Proposal: Proposals shall be made upon the forms supplied by the DISTRICT, and attached herein. Each PROPOSER shall copy the proposal form, in the number of copies required, and state in words and numerals in ink without delineations, alterations or erasures, the lump sum base price and any alternative(s) that may be included, for which he will perform the work as required by the Plans and Contract Documents.
- c. Submit ONE (1) paper copy of the complete proposal form package in a sealed envelope, either mailed or hand carried, to the address/location shown on the "Request for Proposals" page prior to the proposal closing time. One portable drive with a PDF file of the complete submittal shall be submitted with the hard copy.  
Delivery of said proposal to the DISTRICT prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the PROPOSER. The DISTRICT will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable). PROPOSERS should indicate on the sealed envelope the following:
  - (1) Solicitation Number
  - (2) Project Name
  - (3) Hour and Date of opening
  - (4) Name of Proposer
- d. PROPOSALS shall be delivered prior to and WILL BE PUBLICLY OPENED AT 3:00 P.M. LOCAL TIME, FRIDAY, **April 19, 2024**, RIZZETTA & COMPANY, INC, 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL FLORIDA, 33544.
- e. Proposals must be signed by the PROPOSER with his signature in full. When a firm is a PROPOSER, the proposals shall be signed in the name of the firm by one or more of the partners. When a corporation is a PROPOSER, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give title of his office. The proposal shall also bear the seal of the corporation. Anyone signing the proposal as agent must file with it legal evidence of his authority to do so. PROPOSERS who are nonresident corporations shall furnish to the DISTRICT a duly certified copy of their permit to transact



business in the State of Florida along with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the proposal.

- f. The PROPOSER is solely responsible for reading and completely understanding the requirements and the specifications of the items proposed. The proposal delivery time will be scrupulously observed. Under no circumstance will proposals delivered after the delivery time specified be considered. Late proposals will be returned to the PROPOSER unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."
- g. Proposals may be withdrawn on written or telegraphic requests dispatched by the PROPOSER in time for delivery in the normal course of business prior to the time fixed for the opening of proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the PROPOSER is placed in the mail and post marked prior to the time set for the opening of proposals. Negligence on the part of the PROPOSER in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened by SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT at the appointed time and place. PROPOSERS may not withdraw or modify their proposals after the appointed proposal opening time and moreover, that their proposal will be in force for a period of sixty (60) days after the proposal opening time. PROPOSERS may not assign or otherwise transfer their proposals prior to or after the proposal opening time.
- h. At the time and place fixed for the opening of proposals (see above), every proposal properly delivered within the time fixed for receiving proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. PROPOSERS and other persons interested may be present, in person or by representative.
- i. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.
- j. ALL Challenges or changes to the proposal documents by the PROPOSER MUST be addressed at the Pre-Proposal Meeting.
- k. The PROPOSER shall produce quantities and unit prices for all related work as outlined in the drawings and specifications. The PROPOSER'S final bid will be on a lump sum bases including all work outlined on the drawings and specifications.
- l. **Submittal Format and Evaluation Criteria. In order to assist the District's review process, submittals shall be prepared on 8<sup>1/2</sup>" x 11" pages utilizing the following format and shall be evaluated by the following criteria:**

**1. Personnel. (15 Points)**

Proposer shall provide a description of your organization, including location(s), size, range of activities, and any other appropriate information to describe the organization. The Proposer shall describe their capabilities including the names and experience of key personnel, including the project manager and field supervisor. The proposer shall present their ability to manage this project. Proposer shall also list and prepare existing workload of proposed personnel and equipment and make certification that personnel and equipment proposed shall be made available for this project during the agreed schedule and completion period. The proposer shall submit evidence showing the ability to complete the project utilizing staff within its organization.

**2. Proposers Experience. (20 Points)**

Proposer shall provide past record and experience of the proposer (and their sub-contractors which are going to be utilized on this project) on similar projects completed within the past 3 years with references. The proposer shall indicate their volume of work previously performed

by the proposer. Description of past performances for other community development districts in other contracts. References shall also be provided to verify character, integrity, reputation etc.

**3. Understanding of the Scope of Work. (5 Points)**

Proposer shall provide a description of your understanding of the scope of work. The Proposer shall demonstrate their understanding of the Districts needs for services under this Request for Proposals.

**4 Financial Capability. (15 Points)**

The Proposer shall demonstrate the adequacy of their financial resources and stability as a business entity, necessary to complete the services required.

**5. Price. (30 Total Points)**

On the Proposal forms provided under this RFP, the Proposer shall submit their price for completing the work. Points available for price will be allocated as follows:

**30 Points** will be awarded to the Proposer submitting the lowest total price proposal. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's proposal and the low proposal.

**6. Schedule. (10 Points)**

The Proposer submitting the proposal with the most expedited construction schedule, (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

**7. Equipment. (5 Points)**

The Proposer shall include a listing of equipment and indicate whether owned, leased or rented by the Proposer and needed for completion of the work.

03. INTERPRETATION OF PLANS AND SPECIFICATIONS:

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any PROPOSER orally. Every request for such interpretation must be in writing, addressed to the appropriate DISTRICT authority. To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent by email, fax or by mail to all prospective PROPOSERS. If requested, a copy may be obtained by the prospective PROPOSER or his representative at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida, 33544 and receipted for by said PROPOSER or his representative. Failure of any PROPOSER to receive any such addendum or interpretation shall not relieve said PROPOSER from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

04. PROPOSAL GUARANTEE:

- a. A Certified Check or a Cashier's Check or an Official Bank Check or in the alternative, submission of a Proposal Bond completed and signed by all required parties and submitted in the format detailed by Exhibit 1 to the Proposal (Part D), shall be required to accompany each proposal in a stated dollar amount of not less than 5 (%) percent of the sum of the computed total amount of the PROPOSER's proposal, as guarantee that the PROPOSER will, within thirty (15) consecutive calendar days after award by the Board of Supervisors DISTRICT, enter into a written contract with the DISTRICT for the performance of the work as awarded. Any submitted Proposal Bond must be submitted to the DISTRICT in duplicate. The duplicate copy must be a photographic reproduction of the completed form set forth in the Contract Documents and clearly marked "COPY". Any submitted Certified Checks shall be drawn on a solvent bank or trust company to the order of Seven Oaks Community Development District and shall have all necessary documentary revenue stamps attached, if required by law. Surety on Proposal Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond.
- b. Certified checks of the unsuccessful PROPOSERS will be returned to the parties submitting same not later than thirty (45) calendar days after the execution of the contract. In the event all the Proposals are rejected, checks will be returned to all PROPOSERS within thirty (45) calendar days after date of rejection.

05. EXAMINATION OF WORK:

Before submitting proposals, PROPOSERS must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this proposal package. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions of difficulties that may be encountered in the execution of the work pursuant to this proposal package as a result of failure to make necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful PROPOSER (Contractor) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

06. PROPOSAL ERROR:

Where proposals have erasures or corrections, each erasure or correction must be initialed in ink by the PROPOSER. In case of unit price contracts, if an error is committed in the extension of an item the unit price as shown in the Contract/Documents will govern.

07. CONDITION OF MATERIALS AND PACKAGING:

In instances where the Specifications make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful PROPOSER pursuant to the requirements imposed upon said PROPOSER by this proposal package, will be NEW and in FIRST CLASS CONDITION: all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Successful PROPOSERS will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

08. REQUESTED INFORMATION AND DESCRIPTIVE LITERATURE:

PROPOSERS must furnish all requested information in the spaces provided on the proposal form (Section VI). Additionally, where required pursuant to the provisions of this RFP package,

09. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.):**  
In instances where such is applicable due to the nature of the proposal matter with which this proposal package is concerned, all construction practices, material, equipment, etc., as proposed and offered by PROPOSERS must meet and conform to all O.S.H.A. requirements; the PROPOSER's signature upon the proposal form (Section VI) being by this reference considered a certification of such fact.
10. **DELIVERY TIME/LIQUIDATED DAMAGES:**  
  
PROPOSERS are hereby advised that if other contract documents so indicate, liquidated damages at the rate and in the amount given are to be assessed against the successful PROPOSER not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement, (Section VII).
11. **NO ASSIGNMENT OF CONTRACT:**  
  
As concerns this present proposal matter, and unless the Specifications, (Section V) indicate otherwise, no successful PROPOSER may make any assignment or the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization as may be given at the sole discretion of the DISTRICT.
12. **AWARD OF CONTRACT/REJECTION OF PROPOSALS:**  
  
A contract will be awarded by the Board of Supervisors Seven Oaks Community Development District. The Board of Supervisors Seven Oaks Community Development, in its sole discretion, reserves the right to reject any and all proposals and to waive any informality concerning proposals whenever such rejection or waiver is in the best interest of the DISTRICT. The ability of a PROPOSER to obtain a performance and payment bond shall not be regarded as the sole test of such PROPOSER's competency or responsibility. Nothing contained herein shall place a duty upon the DISTRICT Board of Supervisors to reject proposal or award a contract based upon anything other than its sole discretion as described herein.
13. **REQUIRED DISCLOSURE:**
- a. **PUBLIC ENTITY CRIMES** - Any person submitting a proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Prior to proposal award, the Proposer shall submit a sworn statement attesting to compliance with said statute.
  - b. At its sole discretion the Board of Supervisors Seven Oaks Community Development may reject any PROPOSER the District finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or Owners are found by the Board to lack honesty, integrity, or moral responsibility. The discretion of the Board may be exercised based on the disclosure required herein, the District's own investigation, public records, or any other reliable source of information. The Board may also reject any PROPOSER failing to make the disclosure required herein. By submitting a proposal, PROPOSER recognizes and accepts that the District may reject the Proposal based upon the exercise of its sole discretion and PROPOSER waives any claim it might have for damages or other relief resulting directly or indirectly from the rejection of its proposal based on these grounds, including the disclosure of any pertinent information relating to the reasons for rejection of the proposal.
14. **CONTRACT DOCUMENTS:**

The following Contract Documents for this RFP are described under Section III, Article 01 of the Contract.

15. PERFORMANCE AND PAYMENT BOND:

A Performance and Payment Bond issued in a sum equal to one hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by the DISTRICT and otherwise authorized to transact business in the State of Florida will be required from the successful PROPOSER for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the DISTRICT from lawsuits for non-payment of debts as might be incurred during the successful PROPOSER's performance under such contract. When applicable, the performance and payment bond form will be included in the Contract Documents and said form must be properly executed by the surety company and successful PROPOSER within thirty (30) calendar days after notification by the DISTRICT of the DISTRICTS intent to award the contract.

16. SECURITY FORFEITURE:

If, within thirty (30) calendar days after notification by the DISTRICT of the DISTRICT's intent to award a contract, the successful PROPOSER refuses or otherwise neglects to execute the required written contract or fails to furnish the required Performance and Payment Bond, the amount of the PROPOSER's proposal security (check or Proposal Bond) shall be forfeited and the same shall be retained by the DISTRICT. No plea of mistake in the Proposal or misunderstanding of the conditions of forfeiture shall be available to the PROPOSER for the recovery of his proposal security or as a defense to any action based upon the neglect or refusal to execute a written contract.

17. LAWS AND REGULATIONS:

The PROPOSER's attention is directed to the fact that all applicable Federal and State laws, municipal and DISTRICT ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as through herein written.

18. EXECUTION OF WRITTEN CONTRACT:

The successful PROPOSER will be required to sign a written contract, and one (1) copy and a electronic PDF on a flash or hard drive, which has been made a part of this proposal package and identified as the Agreement, (Section VII). Said written contract will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the DISTRICT to this PROPOSER; said signing to be accomplished within thirty (30) days after Notice of Award.

19. QUALIFICATIONS OF SURETY COMPANIES:

In order to be acceptable to the DISTRICT, a surety company issuing Proposal Guaranty bonds, or 100% Performance/Payment bonds, called for in these Specifications, shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).

- c. Attorneys-in-fact who sign proposal bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- d. Agents of surety companies must list their name, address and telephone number on all bonds.
- e. If the surety on any Bond furnished by the successful PROPOSER is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 19a or 19b, PROPOSER (Contractor) shall within five (5) days thereafter, substitute another Bond and Surety, both of which must be acceptable to the DISTRICT.
- f. The life of the bonds shall extend twelve (24) months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the DISTRICT.

20. SUBCONTRACTORS:

The CONTRACTOR shall submit the names of all proposed subcontractors and the work they will do when submitting his initial proposal. He shall not employ any to whom the DISTRICT may have a reasonable objection. If before or after the execution of the Contract, the CONTRACTOR desires to change any subcontractor on such list, he must present valid reasons for such change and receive approval of the DISTRICT. If the subcontractor to the prime contractor is using a subcontractor than it is the contractors responsibility to submit the all proposed companies when submitting a proposal. If before or after the execution of the Contract, the sub contractor to the prime CONTRACTOR desires to change any subcontractor on such list, he must present valid reasons for such change and receive approval of the DISTRICT.

The CONTRACTOR agrees that he is as fully responsible to the DISTRICT for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the DISTRICT.

21. LICENSE AND PERMIT REQUIREMENTS:

**The following schedule is hereby developed for the purpose of complying with Florida Statute 218.80 titled "Public Proposal Disclosure Act".** Copies of all issued permits will be made available to the CONTRACTOR and shall maintain copies on site during construction. The CONTRACTOR shall request from the ENGINEER copies of issued permits. The successful PROPOSER shall obtain and pay for all permits necessary for the CONTRACTORs prosecution of the work: The successful PROPOSER is not responsible for:

- 1. Southwest Florida Water Management District ERP
- 2. Florida Department of Environmental Protection Intent-to-use for Water and Wastewater.
- 3. Army Corps of Engineers

Proposers shall be responsible for complying with Pasco County License requirements prior to proposing on DISTRICT projects and **shall submit proof of compliance with proposal documents.**

**Those Proposers who are not duly licensed and/or do not furnish proof thereof with their proposal offer may be deemed non-responsive and may be disqualified. (Florida State Statute 489.131)**

## SECTION III

### GENERAL CONDITIONS

## SECTION III - GENERAL CONDITIONS

### ARTICLE 01 - THE CONTRACT:

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract Documents:

- Section I.       ADVERTISEMENT OF PROPOSAL**
- Section II.       INSTRUCTIONS TO PROPOSERS**
- Section III.       GENERAL CONDITIONS**
- Section IV.       SUPPLEMENTAL GENERAL CONDITIONS**
- Section V.       PROJECT SPECIFICATIONS**
- Section VI.       PROPOSAL**
- Section VII.       AGREEMENT FORM**
- Section VIII.      PROJECT PLANS / DRAWINGS**

All Addendum issued by the PROFESSIONAL prior to the receipt of proposals.

All Supplementary Drawings issued after award of the Contract.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

### ARTICLE 02 - DEFINITIONS:

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

**"Addendum"** shall mean the additional contract provisions issued in writing by the DISTRICT, prior to the receipt of Proposal.

**"Agreement"** shall mean the written agreement between the DISTRICT and the Contractor covering the Work to be performed; the Agreement will be attached to and made a part of the Contract Documents.

**"Application for Payment"** shall mean the form accepted by DISTRICT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**"Proposal"** shall mean the offer of proposal of the Proposer submitted on the prescribed form setting forth the prices for the work to be performed.

**"Proposal Bond/Guarantee"** shall mean the certified check or surety bond furnished by the Proposer with his proposal as evidence of good faith.

**"Proposer"** shall mean any individual, firm, corporation or partnership submitting a proposal for the work contemplated, acting directly or through a duly authorized agent.



**"Board of Supervisors"** shall mean the Board of Supervisors of the Seven Oaks Community Development District, Pasco County, Florida, or their duly authorized representatives.

**"Change Order"** shall mean a written order to the Contractor signed by the DISTRICT authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price of the Contract Time issued after execution of the Agreement.

**"Contractor"** shall mean, the successful Proposer (and vice versa), whether a corporation, firm, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assigns which under the terms of this Contract may act either directly or through servants, agents or employees in order to accomplish the purpose for which the Contract was authorized.

**"Contract Price"** shall mean the total monies payable to the Contractor under the Contract Documents.

**"Contract Time"** shall mean the number of calendar days stated in the Agreement for the completion of the Work.

**"Contract Work"** shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

**"DISTRICT"** shall mean the Board of Supervisors of the Seven Oaks Community Development District, Pasco County, Florida, for whom the Contract Work is being performed; or their duly authorized representatives.

**"DISTRICT Administrator"** shall mean the duly appointed DISTRICT manager.

**"Day"** shall mean one calendar day when used in the Contract Documents.

**"Defective"** shall mean an adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by DISTRICT at Substantial Completion).

**"Drawings or Plans"** shall mean only those drawings specifically referred to as such in these documents or in any Addendum which show the scope, extent and character of the Work to be furnished and performed by the CONTRACTOR and which have been prepared or approved by the ENGINEER. Shop Drawings are not Drawings as so defined. Drawings issued after the execution of the Contract to explain further, to illustrate, or to show changes in the Work will be known as "Supplementary Drawings" and shall be binding upon the CONTRACTOR with the same force as the Plans.

**"Effective Date of the Agreement"** shall mean the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**"Facility"** shall mean any DISTRICT building, structure, utility or physical plant, and/or analogous feature thereof.

**"Final Acceptance"** shall mean acceptance of the Work by the DISTRICT as evidenced by its signature upon the final Certificate of Completion and approval thereof by the Board of Supervisors Seven Oaks Community Development District. The final Certificate of Completion shall be signed only after the District has assured itself by tests, inspection or otherwise that all of the provisions of the Contract have been carried out to its satisfaction.

**"Notice"** shall mean written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said notice at his residence or with his Agent in charge of the Work, or addressed to the

CONTRACTOR at the residence or place of business given in the proposals and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

**"Notice of Award"** shall mean the written notice given by the District to the successful Proposer.

**"Notice to Proceed"** shall mean a written notice by the DISTRICT to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligation under the Contract Documents.

**"Owner"** shall mean the Board of Supervisors Seven Oaks Community Development District, Pasco County, Florida, for whom the Contract Work is being performed; or their duly authorized representatives.

**"Payment and Performance Bond"** shall mean the approved form of security furnished by the CONTRACTOR and his Surety as a guaranty on the part of the CONTRACTOR to execute the work in accordance with the terms of the Contract and to pay all obligations associated with the project.

**"ENGINEER"** shall mean the professional independent Architectural/Engineering firm designated to be in charge of the work by a prior agreement entered into by the DISTRICT and the said firm or such other person as may be designated in other applicable Contract Documents or in writing by the DISTRICT.

**"Project"** shall mean the entire improvement of which this Contract forms a part.

**"Project Manager"** shall mean the duly authorized representative of the Board of Supervisors Seven Oaks Community Development District during the construction period.

**"Project Representative"** shall mean the authorized representative of ENGINEER who is assigned to the site or any part thereof.

**"Samples"** shall mean physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

**"Shop Drawings"** shall mean all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

**"Site"** shall mean the area upon or in which the CONTRACTOR's operations are carried on and such other areas adjacent thereto as may be designated as such by the PROFESSIONAL.

**"Specifications"** shall mean the directions, provisions and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the Contract.

**"Subcontractor"** shall mean any person, firm or corporation other than employees of the CONTRACTOR who or which contracts with the CONTRACTOR to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.

**"Substantial Completion"** shall mean Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there is no such certificate issued, when final payment is due in accordance with Article 18. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**"Supplemental General Conditions"** shall mean the part of the Contract Documents which amends or supplements these General Conditions.

**"Supplier"** shall mean a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the WORK by the CONTRACTOR or any Subcontractor.

**"Surety"** shall mean any corporation which is bound with and for the CONTRACTOR and which engages to be responsible for his payment of all debts pertaining to, and for his acceptable performance of the work for which he has been contracted.

**"Technical Specifications"** shall mean the portion of the Specifications dealing with technical requirements of the work to be performed under the Contract including materials, equipment and workmanship.

**"Work"** shall mean the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

#### **ARTICLE 03 - QUALIFICATION OF SUBCONTRACTORS:**

If not so required in the Instructions to Proposers, Section II, the CONTRACTOR will, with the initial proposal, submit to the DISTRICT through the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. The ENGINEER will notify the CONTRACTOR in writing if the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the ENGINEER to make objections to any Subcontractor, person or organization on the list shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the DISTRICT to reject defective Work, material or equipment, or Work material or equipment not in conformance with the requirements of the Contract Documents.

#### **ARTICLE 04 - STARTING THE WORK:**

A. Before undertaking each part of the Work, the CONTRACTOR shall:

1. Carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to DISTRICT or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
2. Within ten (10) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:
  - a. a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work, including Milestones specified in the Contract Documents;
  - b. a preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal; and

- c. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Before any Work at the site is started, CONTRACTOR shall deliver to DISTRICT, with a copy to ENGINEER, certificates (and other evidence of insurance requested by DISTRICT) which CONTRACTOR is required to purchase and maintain in accordance with Article 8 of the General Conditions as modified by the Special Conditions.
- C. The ENGINEER may schedule a preconstruction conference to be held within fourteen (14) days of award of the Contract. A Notice to Proceed with construction will be given within thirty (30) days of award of the Contract or as agreed upon by the ENGINEER and the CONTRACTOR. The CONTRACTOR will start the Work within ten (10) days of the written "Notice to Proceed" date. The Contract Time shall commence to run from the date of "Notice to Proceed."

#### **ARTICLE 05 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:**

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he will call it to the ENGINEER'S attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Instructions to Proposers. Within the Specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The CONTRACTOR shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the ENGINEER shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

#### **ARTICLE 06 - REFERENCE POINTS:**

##### **A. AVAILABILITY OF LANDS:**

The DISTRICT will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by the DISTRICT unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the DISTRICT'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 14. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

The ENGINEER will upon request furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.

**B. UNFORESEEN SUBSURFACE CONDITIONS:**

The CONTRACTOR will promptly notify the ENGINEER in writing of any subsurface or latent physical conditions, including utility conflicts, at the site differing materially from those indicated in the Contract Documents. The ENGINEER will promptly investigate those conditions and advise the CONTRACTOR in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the ENGINEER will obtain the necessary additional surveys and tests and furnish copies to the CONTRACTOR. If the ENGINEER finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

**ARTICLE 07 - PERFORMANCE AND PAYMENT BONDS:**

The CONTRACTOR will execute the Performance and Payment Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such sureties as are acceptable to the DISTRICT. Prior to execution of the Contract Documents, the DISTRICT may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to the opening of Proposals, the premiums shall be paid by the CONTRACTOR. **If the Contract is increased by change order the Performance and Payment Bond must be amended accordingly.**

**ARTICLE 08 - CONTRACTOR'S INSURANCE AND INDEMNIFICATION:**

The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws: from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom - any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits or liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance.

The CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under the following paragraphs and until all such insurance has been approved by the DISTRICT, nor shall the CONTRACTOR allow any Subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved. If a Subcontractor does not obtain insurance in his own name and his principal CONTRACTOR wishes to provide insurance protection for such subcontractor and such subcontractor's employees, a rider must identify the persons thereby covered or else the principal CONTRACTOR must obtain appropriate policies in the name of the subcontractor. The instructions are not retroactive to insurance heretofore approved.

**A. GENERAL**

Prior to the time CONTRACTOR is entitled to commence any part of the project or services under this Contract, CONTRACTOR shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the DISTRICT of (1) certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the DISTRICT, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

**B. MINIMUM COVERAGE:**

1. WORKERS' COMPENSATION: As required by law:
  - a. STATE · Statutory
  - b. APPLICABLE FEDERAL · Statutory
  - c. EMPLOYER'S LIABILITY · Minimum:.....\$100,000 each accident  
.....\$100,000 by disease  
.....\$100,000 aggregate  
..... by disease
2. GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death. **COVERAGE AS FOLLOWS:**
  - a. GENERAL AGGREGATE ..... · \$2,000,000  
(Except Products-completed operations)
  - b. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.... · \$2,000,000
  - c. PERSONAL/ADVERTISING INJURY ..... · \$2,000,000
  - d. EACH OCCURRENCE ..... · \$2,000,000  
(Bodily Injury and Property Damage)

**ALSO**, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

  - a. FIRE DAMAGE (Any 1 fire)..... · \$50,000
  - b. MEDICAL EXPENSE (Any 1 person)..... · \$ 5,000
3. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hire autos, and non-owned auto. (Combine single limits of not less than \$1,000,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. **COVERAGE AS FOLLOWS:**
  - a. COMBINED SINGLE LIMIT (CSL) ..... · \$2,000,000
  - b. BODILY INJURY (Per Person)..... · \$2,000,000
  - c. BODILY INJURY (Per Accident) ..... · \$2,000,000
  - d. PROPERTY DAMAGE..... · \$ 500,000

**C. CONDITIONS:**

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be given to DISTRICT by certified mail to: **Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544**. CONTRACTOR shall also notify DISTRICT, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONTRACTOR from its insurer; and nothing contained herein shall absolve CONTRACTOR of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against DISTRICT for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
3. The term "DISTRICT" or "Community Development District" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of DISTRICT and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the DISTRICT.
4. The Seven Oaks Community Development District shall be endorsed to the required policy or policies as an **additional insured**.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by DISTRICT to any such future coverage, or to DISTRICT's Self-Insured Retentions of whatever nature.
6. CONTRACTOR hereby waives subrogation rights for loss or damage against the DISTRICT.

**D. INDEMNIFICATION:**

In consideration for payment of the sum of Ten Dollars (\$10.00) in lawful United States money, the CONTRACTOR covenants and agrees that it will indemnify and hold harmless the DISTRICT and all of the DISTRICT's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by CONTRACTOR during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the DISTRICT or said parties may be subject, except that neither the CONTRACTOR nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DISTRICT or any of its officers, agents or employees.

The CONTRACTOR will indemnify and hold harmless the DISTRICT and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement or patent rights or copyrights held by others during or after completion of the work and shall defend all such claims in connection with any alleged infringement of such rights.

## **ARTICLE 09 - CONTRACTOR'S RESPONSIBILITIES:**

### **A. SUPERVISION AND SUPERINTENDENCE:**

The CONTRACTOR will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction. The CONTRACTOR will be responsible to see that the finished work complies accurately with the Contract Documents.

**The CONTRACTOR will keep on the work at all times during its progress a competent, superintendent who shall not be replaced without written notice and approval of the ENGINEER and DISTRICT.** The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

### **B. LABOR, MATERIALS AND EQUIPMENT:**

The CONTRACTOR will provide competent, suitable, qualified personnel to survey and layout the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the ENGINEER, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors except as otherwise provided in the Contract Documents.

### **C. SUBSTITUTE MATERIALS OR EQUIPMENT:**

If it is indicated in the Specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will within thirty (30) days after the award of the Contract make written application to the ENGINEER for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the ENGINEER which shall be the judge of equality.

### **D. CONCERNING SUBCONTRACTORS:**

The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in Instructions to Proposers, SECTION II or Article 3 (whether initially or as a substitute) against whom the DISTRICT or the ENGINEER may have reasonable objections, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any



subcontractor who has been accepted by the ENGINEER, unless the DISTRICT and the ENGINEER determines that there is good cause for doing so.

The CONTRACTOR will be fully responsible for all acts and omissions of his subcontractors and of persons directly employed by them and of persons for those acts any of them may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the DISTRICT or any obligation on the part of the DISTRICT to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law. The DISTRICT may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific work done.

The divisions and sections of the specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

**The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the DISTRICT.**

All work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the DISTRICT as trustee. The CONTRACTOR will pay each Subcontractor a share of any insurance monies received by the CONTRACTOR under this insurance.

**E. PATENT FEES AND ROYALTIES:**

If the CONTRACTOR is required or desires to use any design, device, material or process covered by letters patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner, and a copy of this agreement shall be filed with the DISTRICT. If no such agreement is made or filed, the CONTRACTOR and the Surety shall indemnify and save harmless the DISTRICT from any and all claims for infringement by reason of the use of such patent, device, design, material or process, or any trademark or copyright in connection with the work to be performed under the Contract, and shall indemnify the DISTRICT for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during prosecution or after the completion of the work.

The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

**F. PERMITS:**

The CONTRACTOR will secure and pay for all construction permits and licenses listed in the Instructions to Proposers, Section II, and will pay all governmental charges and inspection fees which are necessary for the prosecution of the work, and are applicable at the time of his Proposal. He will also pay all public utility charges. It is the contractors responsibility to submit a maintenance of traffic plan to be approved by the District Engineer and Board prior to the start of any work.

**G. LAWS AND REGULATIONS:**

The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or

Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

**H. USE OF PREMISES:**

The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operation of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment. The Contractor shall not start work before 7:00am and will finish work by 5:00pm. each day. The contractor shall have written authorization to start work before 7:00am or after 5:00pm. Monday through Friday. The contractor shall have written authorization to work any other time.

**I. RECORD DRAWINGS:**

The CONTRACTOR will prepare and keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process. Each month, or as otherwise agreed, the CONTRACTOR shall submit to the ENGINEER a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal. These records shall be delivered to the ENGINEER for the DISTRICT's use upon completion of the Project.

**J. SAFETY AND PROTECTION:**

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby;
- b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- c. Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc. He will notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in paragraph b and c caused directly or indirectly, in whole or in part by the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except damage or loss attributable to the fault of the Drawings or the

Specifications or to the acts or omissions of the DISTRICT, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

The CONTRACTOR shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees. The CONTRACTOR shall be responsible for the maintenance of traffic. If required by the ENGINEER, special policemen shall be used. It is the responsibility of the CONTRACTOR to ascertain from the ENGINEER, prior to submitting their proposal, the extent and number of special policemen needed, as well as method and payment of said special policemen. See also Specifications, Section V, Article 06 - Traffic Control.

The CONTRACTOR will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

**K. EMERGENCIES:**

In emergencies affecting the safety of persons, the work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the work, or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor.

**L. SHOP DRAWINGS AND SAMPLES:**

After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for approval, in accordance with the accepted schedule of Shop Drawing submission 1 electronic PDF of the submittals emailed to [greg.woodcock@stantec.com](mailto:greg.woodcock@stantec.com) and [sbrizendine@rizzetta.com](mailto:sbrizendine@rizzetta.com) (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

The CONTRACTOR will also submit to the ENGINEER for approval with such promptness as to cause no delay in the work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

The ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER

and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

**No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the ENGINEER.**

A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

The ENGINEER'S approval of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the DISTRICT and the ENGINEER have given written approval to the specific deviation: nor shall any approval by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

To facilitate review, the CONTRACTOR shall number consecutively each submittal. This numbering system should be in order of submittal. Any resubmittal required shall have the same number as the original submittal, followed by notation signifying that this is a second (or third, etc.) submittal, e.g. No. 14 (2nd sub.). In addition, all submittals shall have the following information placed on them by the CONTRACTOR, and review of a particular submittal will be undertaken only if such information is provided:

1. Shop Submittal Number
2. Deviations: None \_\_\_\_\_ As Listed \_\_\_\_\_
3. Reference Specification Number
4. Reference Drawing Number
5. Space Requirement: As Designed
6. Contractor has reviewed and submitted for review.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**M. SANITARY PROVISIONS:**

The CONTRACTOR shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Board of Health or of the ENGINEER.

**N. CLEANING UP:**

The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean

and ready for occupancy by the DISTRICT. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

#### **ARTICLE 10 - FEES AND COSTS INCLUDED:**

Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, and other professionals and all arbitration or other dispute resolution costs.

#### **ARTICLE 11 - PROFESSIONAL'S STATUS DURING CONSTRUCTION:**

##### **A. DISTRICT'S REPRESENTATIVE:**

The ENGINEER shall be the DISTRICT's representative during the construction period and shall have general supervision, and direction of the work. The ENGINEER may also assist the DISTRICT in the recommendation approval of payment requests when so requested by the DISTRICT as defined by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S. The duties and responsibilities and the limitations of authority of the ENGINEER as the DISTRICT'S representative during construction are set forth in these General Conditions and shall not be changed without written consent of the DISTRICT.

CONTRACTOR agrees to cooperate with the ENGINEER and any Project Representative in the execution of the duties of the ENGINEER and any Representative as set forth herein.

##### **B. VISITS TO SITE:**

The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for the Board of Supervisors Seven Oaks Community Development District that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design ENGINEER, he will keep the Board of Supervisors Seven Oaks Community Development District informed of the progress of the work and will endeavor to guard the Board of Supervisors Seven Oaks Community Development District against defects and deficiencies in the work of contractors.

##### **C. CLARIFICATIONS AND INTERPRETATIONS:**

The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents upon written request of the CONTRACTOR. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 12.

##### **D. REJECTING DEFECTIVE WORK:**

The ENGINEER will have authority to disapprove or reject Work which is "defective" [which term has previously been defined as Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by DISTRICT at Substantial Completion)]. He will also have the authority to require special inspection or testing of the work as provided in Article 15, whether or not the work is fabricated, installed or completed.

**E. ENGINEERS PROJECT REPRESENTATIVE:**

The ENGINEER may furnish a full or part-time Project Representative and assistants to assist in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative and assistants shall be as set forth below:

1. DUTIES and RESPONSIBILITIES:

PROJECT REPRESENTATIVE WILL:

- a. Schedules: Review the progress schedule, schedule of Shop Drawing submission and schedule of values concerning their acceptability.
- b. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of the minutes thereof.
- c. Liaison: Serve as the ENGINEER'S liaison with the CONTRACTOR, working principally through the CONTRACTOR'S superintendent and assisting him in understanding the intent of the Contract Documents. Alert the CONTRACTOR directly through his superintendent to the hazards involved in accepting or acting upon instructions from the DISTRICT or others, except instructions transmitted through the ENGINEER or himself.
- d. Shop Drawings and Samples:
  - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the ENGINEER.
  - (2) Receive samples which are furnished at the site by the CONTRACTOR for the ENGINEER'S approval, and notify the ENGINEER of their availability for examination.
  - (3) Advise the ENGINEER and CONTRACTOR (or his superintendent) immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by the ENGINEER.
- e. Review of Work, Rejection of Defective Work, and Tests:
  - (1) Conduct on-site observations of the work in progress to assist the ENGINEER in determining that the project is proceeding in accordance with the Contract Documents and that completed work will conform to the requirements of the Contract Documents.
  - (2) Reports to the ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made; and advises the ENGINEER when he believes the work should be corrected or rejected, should be uncovered for observation, or required special testing or inspections.

- (3) Verify that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the Contract Documents in the presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof: observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the ENGINEER.

f. Interpretation of Contract Documents:

Transmit the ENGINEER'S clarifications and interpretations of the Contract Documents to the CONTRACTOR.

g. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in the Drawings or Specifications and return them with a recommendation to the ENGINEER.

h. Records:

- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submission, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract. The ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- (2) Keep a diary or log book recording hours on the job site, weather conditions, data relative to questions of extras or list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of the test procedures. Send copies to the ENGINEER.
- (3) Record the names, addresses and telephone numbers of all the CONTRACTORS, subcontractors and major suppliers of equipment and materials.

i. Reports:

- (1) Furnish to the ENGINEER the periodic reports as required of the progress of the work, the CONTRACTOR'S compliance with the approved schedule and the schedule of Shop Drawings submission.
- (2) Consult with the ENGINEER in advance of scheduled major test, inspections or start of important phases of the work.

j. Payment Requisitions:

Review the applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward

them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site.

k. Guarantees, Certificates, Maintenance and Operation Manuals:

During the course of the work, verify that the guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed, and deliver this material to the ENGINEER for review prior to the final acceptance of the Project.

l. Completion:

- (1) Before the ENGINEER issues a Certificate of Substantial Completion, submit to the CONTRACTOR a list of the observed items requiring correction.
- (2) Conduct the final inspection in the company of the ENGINEER and CONTRACTOR and prepare a final list of items requiring correction.
- (3) Verify that all items on the final list have been corrected and make recommendations to the ENGINEER concerning acceptance.

2. LIMITATIONS OF AUTHORITY:

Except upon written instructions of the ENGINEER, Project Representative:

- a. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Shall not undertake any of the responsibilities of the CONTRACTOR, Subcontractor or CONTRACTOR'S superintendent.
- c. Shall not expedite the work for the CONTRACTOR.
- d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of the construction unless such is specifically called for in the Contract Documents.
- e. Shall not advise on or issue directions as to the safety precautions and programs in connection with the work.
- f. Shall not participate in the specialized field or laboratory tests.

**F. DECISIONS ON DISAGREEMENT:**

The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the DISTRICT and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of the CONTRACTOR'S performance under the Contract Documents shall be referred to the ENGINEER for decision. All decisions of the ENGINEER shall, when so requested, be rendered in writing within a reasonable time. They shall be final and conclusive in all matters except the financial considerations involved. They shall be final also to the financial



considerations unless within ten (10) days after such decision the CONTRACTOR applies in writing to the Board of Supervisors Seven Oaks Community Development District for a review of such decision.

**G. REVIEW OF DECISIONS:**

When an application for review of the ENGINEER's decision is presented, said Board of Supervisors Seven Oaks Community Development District shall, within thirty (30) days thereafter, give opportunity for the CONTRACTOR to appear before it and the ENGINEER, and present evidence bearing upon such decision, and any claims for a modification or reversal thereof. Said DISTRICT Supervisors shall render their decision within thirty (30) days after such appearance and its decision shall be final unless the CONTRACTOR shall, within thirty (30) days after receiving the decision give notice in writing of his intention to file suit in civil court in Pasco County, Florida for final determination in this matter.

**H. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

Neither the ENGINEER'S authority to act under this Article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their Agents or employees or any person performing any of the Work.

The ENGINEER will not be responsible for the CONTRACTOR'S means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto: and he will not be responsible for the CONTRACTOR'S failure to perform the work in accordance with the Contract Documents.

The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, any Subcontractors, any of his or their Agent or Employees, or any other persons performing any of the work.

**ARTICLE 12 - SUBMITTALS:**

**PART 1 - GENERAL**

**1.01**

This section outlines in general the items that the CONTRACTOR must prepare or assemble for submittal during the progress of the work. Costs for the work under this section shall be included in the appropriate items of the CONTRACTOR'S proposal prices. There is no attempt herein to state in detail all of the procedures and requirements for each submittal. The CONTRACTOR'S attention is directed to the individual Specification sections in these Contract Documents which may contain additional and special submittal requirements. The DISTRICT reserves the right to direct and modify the procedures and requirements for submittals as necessary to accomplish the specific purpose of each submittal. Should the CONTRACTOR be in doubt as to the procedure, purpose, or extent of any submittal, he should direct his inquiry to the ENGINEER.

**1.02**

For submittals required with the proposal, see Instructions to Proposers, Special Conditions, Proposal, and General Conditions.

## PART 2 - ADMINISTRATIVE SUBMITTALS

### 2.01

The CONTRACTOR shall provide all of the submittals required by the General Conditions, Special Conditions, and as may be specifically required in other parts of the Documents.

### 2.02

The CONTRACTOR is reminded of his obligation as required by law to make required submittals promptly to the applicable federal, state, or local agency. Failure to comply with this requirement may result in the withholding of progress payments and make the CONTRACTOR liable for other prescribed action and sanctions.

## PART 3 - TECHNICAL SUBMITTALS

### 3.01 GENERAL

- A. Requirements in this section are in addition to any specific requirements for submittals specified in other divisions and sections of these Contract Documents.
- B. Submittals shall be addressed to:
- C. Mr. Scott A. Brizendine  
District Manager  
Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544
- D. Submitted data shall be fully sufficient in detail for determination of compliance with the Contract Documents.
- E. Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the CONTRACTOR shall not add to the Contract amount, and all additional costs which may result there from shall be solely the obligation of the CONTRACTOR.
- F. The DISTRICT is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials, therefore.
- G. It shall not be the responsibility of the DISTRICT to provide professional or other services to protect the CONTRACTOR from additional costs accruing from such approvals.
- H. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the ENGINEER has reviewed same and returned copies with stamp and signature indicating action taken.
- I. Submittals will be acted upon by the ENGINEER as promptly as possible and returned to the CONTRACTOR not later than the time allowed for review in Subsection 3.02 FIELD DRAWING SUBMITTAL PROCEDURE. Delays caused by the need for re-submittals shall not constitute reason for an extension of the Contract Time.

### 3.02 FIELD DRAWING SUBMITTAL PROCEDURE

- A. The CONTRACTOR should refer to the General Conditions for related requirements.

- B. The CONTRACTOR shall submit to the ENGINEER for his review five (5) copies of field drawings, electrical diagrams, and catalog cuts for fabricated items and manufactured items (including mechanical and electrical equipment) furnished under this Contract. Field drawings shall be submitted in sufficient time to allow the ENGINEER not less than twenty (20) regular working days for examining the shop drawings.
- C. These field drawings shall be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the Contract Drawings and Specifications.
- D. Field drawings shall be submitted only by the CONTRACTOR, who shall indicated by a signed stamp on the field drawings, or other means, that the CONTRACTOR has checked and approved the field drawings, and that the work shown is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. The practice of submitting incomplete or unchecked shop drawings for the ENGINEER to correct or finish will not be acceptable. Field drawings which, in the opinion of the ENGINEER, clearly indicate that they have not been checked by the CONTRACTOR will be considered as not complying with the intent of the Contract Documents and will be returned to the CONTRACTOR for resubmission in the proper form.
- E. When the field drawings have been reviewed by the ENGINEER, three (3) sets of submittals will be returned to the CONTRACTOR appropriately stamped. If major changes or corrections are necessary, the field drawing may be rejected and four (4) sets will be returned to the CONTRACTOR with such changes or corrections indicated, and the CONTRACTOR shall correct and resubmit the field drawings in the same manner and quantity as specified for the original submittal, unless otherwise directed by the ENGINEER. If changes are made by the CONTRACTOR (in addition to those requested by the ENGINEER) on the resubmitted field drawings, such changes shall be clearly explained in the transmittal letter accompanying the resubmitted field drawings.
- F. The review of such field drawings and catalog cuts by the ENGINEER shall not relieve the CONTRACTOR from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the CONTRACTOR has called attention to such deviations in writing by a letter accompanying the field drawings and the ENGINEER accepts the change or deviation in writing at the time of submission; not shall review by the ENGINEER relieve the CONTRACTOR from the responsibility for errors in the field drawings.
- G. The CONTRACTOR agrees that field drawing submittals processed by the ENGINEER do not become Contract Documents and are not Change Orders; that the purpose of the field drawing review is to establish a reporting procedure and is intended for the CONTRACTOR's convenience in organizing his work and to permit the ENGINEER to monitor the CONTRACTOR's progress and understanding of the design.

### 3.03 FIELD DRAWING REQUIREMENTS

Field drawings referred to herein shall include field drawings and other submittals for both shop and field-fabricated items. The CONTRACTOR shall submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process systems, and equipment:

- A. General:
  - 1. Field drawings or equipment drawings, including dimensions, size and location of connections to other work.
  - 2. Catalog information and cuts.

3. Installation drawings for equipment, drives, and bases.
4. Complete manufacturer's specifications, including materials description and paint system.
5. Performance data and pump curves.
6. Suggested spare parts list with current price information.
7. List of materials and supplies furnished with the equipment.
8. Samples of finish colors for selection.
9. List of all requested exceptions to the Contract Documents.

B. Electrical:

1. Wiring and control diagrams of systems and equipment.
2. List of special motor features being provided (i.e., space heaters, thermal protectors, etc.).
3. Complete interface schematic drawings for all equipment furnished by others that interfaces with electrical equipment. These drawings shall contain diagrams, terminal numbers, device names, tag numbers, control cable conductor colors and numbers, etc., to provide complete identification of the circuits and prove coordination with the systems. Interface drawings shall be supplied as submittal drawings and subject to review by the ENGINEER.

C. Instrumentation and Control:

1. The submittals shall include satisfactory identification of items, units, and assemblies in relation to the specification section number, and the system or equipment identification or tag number shown on the Drawings, the Process and Instrumentation Diagram, or as provided in the applicable Specification section.

- D. Should the CONTRACTOR propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the ENGINEER's preliminary review), the CONTRACTOR shall, at his own expense, replace the item with another item that will perform satisfactorily.

### 3.04 RECORD DRAWINGS

The ENGINEER will prepare a set of Record Drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work based on the As-built drawings submitted by the CONTRACTOR. Each month, or as otherwise agreed, the CONTRACTOR shall submit to the ENGINEER a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

### 3.05 SUBMITTAL OF INTERFACE INFORMATION (CONNECTION AND CORRELATION WITH OTHER WORK)

To provide proper correlation with other equipment, complete interface information shall be submitted. This interface information shall be accurate, and contain all information necessary to allow the completion of detail design and construction of the interfacing or connecting work. The CONTRACTOR shall include in his negotiation for subcontract work, such agreements as may be necessary to ensure the accuracy of SUBCONTRACTOR's interface submittal information. In the event additional costs are incurred due to

subsequent changes to information given in said interface information, such additional costs shall be borne by the CONTRACTOR.

### 3.06 SAMPLES AND TEST SPECIMENS

- A. Where required in the Specifications, and as determined necessary by the ENGINEER, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the ENGINEER at the CONTRACTOR's expense, with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.
- B. All samples and test specimens shall be submitted in ample time to enable the ENGINEER to make any examinations necessary, without delay to the work. The CONTRACTOR will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the ENGINEER, as specified.
- C. The CONTRACTOR shall submit additional samples as required by the ENGINEER to ensure equality with the original approved sample and/or for determination of Specification compliance.
- D. Laboratory above what is specified in the specifications and contract drawings that the DISTRICT elects to have made by an independent testing laboratory will be made at no cost to the CONTRACTOR, except that, if a sample of any material or equipment proposed for use by the CONTRACTOR fails to meet the Specifications, the cost of testing subsequent samples shall be borne by the CONTRACTOR.
- E. All tests required by the Specifications to be performed by an independent laboratory shall be made by a DISTRICT approved laboratory. Certified test results of all specified tests shall be submitted in duplicated to the ENGINEER. The samples furnished and the cost for the laboratory services shall be at the expense of the CONTRACTOR and included in the prices proposal for the associated work.
- F. Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the ENGINEER for reference.

### 3.07 MATERIAL AND EQUIPMENT COLORS

- A. The ENGINEER will provide a schedule of selected colors within 30 days after review of materials and equipment, and after receiving samples of the manufacturers' standard colors for those items requiring DISTRICT's selection.

### 3.08 CERTIFICATES OF COMPLIANCE

- A. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The ENGINEER may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- B. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the CONTRACTOR of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

- C. The ENGINEER reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.
- D. The form of the Certificate of Compliance and its disposition shall be as directed by the ENGINEER.

#### PART 4 - PAYMENT

##### 4.01 GENERAL

Payment for the work in this section will be included as part of the base proposal amount stated in the proposal.

#### **ARTICLE 13 - WORK BY OTHERS:**

The DISTRICT may perform additional work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the DISTRICT, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

If any part of the CONTRACTOR'S work depends (for proper execution of results) upon the work of any such other contractor (or the DISTRICT), the CONTRACTOR will inspect and promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to promptly report the as forestated defects or deficiencies, shall constitute an acceptance of the other work by the CONTRACTOR and shall not constitute a basis of a claim for additional compensation or time by the CONTRACTOR to correct the defects or deficiencies not promptly reported, except as to defects and deficiencies which may appear in the other work after the execution of his work.

The CONTRACTOR will do all cutting, fitting and patching of his work that may be required to make its several parts come together properly, and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the ENGINEER.

If the performance of additional work by other Contractors or the DISTRICT is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the DISTRICT or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 14 and 16.

#### **ARTICLE 14 - CHANGES IN THE WORK:**

Without invalidating the Agreement, the DISTRICT may at any time or from time to time order additions, deletions or revisions in the work as may be considered necessary or desirable to complete fully the proposed construction, provided such alterations do not change materially the original plans and specifications; these will be authorized by Change Orders. Upon receipt of a DISTRICT approved Change Order, the CONTRACTOR will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or any extension or shortening of the Contract time, an equitable adjustment will be made as provided in Article 13 or Article 14.

Additional work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract time, except in the case of an emergency as provided in Article 09.

When approved by the Board of Supervisors the DISTRICT will execute appropriate Change Orders prepared by the PROFESSIONAL covering changes in the work to be performed as provided in this Article, work performed in an emergency as provided in Article 9, and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the DISTRICT.

**It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.**

#### **ARTICLE 15 - CHANGE OF CONTRACT PRICE:**

##### **A. CHANGE ORDERS**

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be in writing and delivered to the ENGINEER within thirty (30) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Price shall be determined by the ENGINEER and DISTRICT. Any change in the Contract Price shall be incorporated in a Change Order.

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
2. By mutual acceptance of a lump sum.
3. By actual cost and a mutually acceptable fixed amount for overhead and profit.
4. If none of the above methods is agreed upon, the value shall be determined by the DISTRICT on the basis of cost and percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related the work involved.

The maximum percentage which shall be allowed for the CONTRACTOR'S combined overhead and profit, shall be as follows:

- a. For all such work done by his own organization, the CONTRACTOR may add up to fifteen (15%) percent of his actual net increase in cost; and
- b. For all such work done by Subcontractors, each Subcontractor may add up to ten (10%) percent of his actual net increase in costs for combined overhead and profit and the CONTRACTOR may add up to five (5%) percent of the Subcontractor's total for his combined overhead and profit; provided that no overhead or profit shall be allowed on the cost incurred in connection with premiums for public liability insurance or other special insurance directly related to such work.

In such case the CONTRACTOR will submit in the form prescribed by the DISTRICT an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the DISTRICT for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the DISTRICT. When both additions and credits are involved in any

one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

**B. CASH ALLOWANCES:**

It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the DISTRICT may approve. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

**ARTICLE 16 - CHANGE OF CONTRACT TIME:**

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the ENGINEER within thirty (30) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract time shall be determined by the ENGINEER and DISTRICT. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if he makes a claim therefor. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the DISTRICT; fires; floods; labor disputes; epidemics; severe weather conditions or acts of God.
- C. All time limits stated in the Contract Documents are of the essence to the Agreement. The provisions of this Article shall not exclude recovery for damages for delay by the CONTRACTOR.

**ARTICLE 17 - WARRANTY AND GUARANTEE:**

**A. DEFECTIVE WORK WARRANTY AND GUARANTEE:**

The CONTRACTOR warrants and guarantees to the DISTRICT that all materials and equipment will be new unless otherwise specified and the all Work will be of good quality, free from faults, bird baths, or defects and in accordance with these requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. The CONTRACTOR warrants and guarantees to the DISTRICT for a period of twenty four (24) months from final completion. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or such inspections, test or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

**B. TESTS AND INSPECTIONS:**

Material testing will be provided by the contractor as part of this contract. Testing shall be in accordance with Pasco County general requirements for material testing. Testing frequency and number of tests to be performed shall be in accordance with the Pasco County current testing schedule.

If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will furnish the PROJECT MANAGER timely notice of readiness thereof. The CONTRACTOR will furnish the



ENGINEER with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such work required to be inspected, tested or approved is covered without written approval of the ENGINEER, it must be uncovered for observation, at the CONTRACTOR'S expense, if so requested by the ENGINEER. The cost of all such inspections, test and approvals shall be borne by the CONTRACTOR unless otherwise provided.

**C. NO WAIVER OF RIGHTS:**

No inspection, orders, measurements, or certificates made by the ENGINEER, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the DISTRICT shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for. No waiver of one breach of the Contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final estimates, or conclusive proofs after the final payment has been made, the DISTRICT reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defect in the work and materials.

**D. ACCESS TO THE WORK:**

The ENGINEER and his representative and other representatives of the DISTRICT will at all times have access to the work. The CONTRACTOR will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof by others.

**E. UNCOVERING WORK:**

If any work is covered contrary to the request of the ENGINEER, it must, if requested by the ENGINEER be uncovered for observation and replaced at the CONTRACTOR'S expense.

If any work has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time or both directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore as provided in Article 13 and 14.

**F. DISTRICT MAY STOP THE WORK:**

If the work is defective, if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment: the DISTRICT may order the CONTRACTOR to stop the work or any portion thereof, until the cause for such order has been eliminated, however, this right of the DISTRICT to stop the work shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other party.

**G. CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

If required by the ENGINEER prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the DISTRICT and as specified by the ENGINEER, either correct any defective work whether or not fabricated, installed or completed or, if the work has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the ENGINEER, the DISTRICT may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. In addition, the CONTRACTOR will also bear the expense of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

**H. TWO (2) YEAR CORRECTION PERIOD:**

If, after the approval of final payment and prior to the expiration of two (2) years after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents - any work is found to be defective: the CONTRACTOR will promptly without cost to the DISTRICT and in accordance with the ENGINEER'S written instructions, either correct such defective work or, if it has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, the DISTRICT may have the defective work corrected or the rejected work removed and replaced; all direct and indirect costs of such removal and replacement will be paid by the CONTRACTOR.

**I. ACCEPTANCE OF DEFECTIVE WORK:**

If, instead of requiring correction or removal and replacement of defective work, the DISTRICT prefers to accept it, the DISTRICT may do in such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the CONTRACTOR to the DISTRICT.

**J. NEGLECTED WORK BY CONTRACTOR:**

If the CONTRACTOR should neglect to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, the DISTRICT may, after three (3) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR will pay the difference to the DISTRICT.

**ARTICLE 18 - PAYMENT AND COMPLETION:**

**A. SCHEDULE OF VALUES:**

At least ten (10) days prior to submitting the first Application for a progress payment, the CONTRACTOR will submit a schedule of values of the work including quantities and unit prices totaling to the Contract Price. The contractor shall list all subcontractors and their contracted amounts within the schedule of values. With each payment application the contractor shall submit release of lien for all subcontractors. This schedule shall be satisfactory in form and substance to the DISTRICT and shall subdivide the work into a progress schedule of sufficient detail to serve as the basis for progress payments during

construction. Upon approval of the schedule of values by the ENGINEER and DISTRICT, it shall be incorporated into the form of Application for Payment prescribed by the DISTRICT.

**B. APPLICATION FOR PROGRESS PAYMENT:**

At least ten (15) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER for review the Application for Payment Request filled out and signed by the CONTRACTOR covering the work completed through the 25th day of the month and supported by such data as the ENGINEER may reasonably require. Also, 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 the writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the ENGINEER, as will establish the DISTRICT'S title to the material and equipment and protect its interest therein, including applicable insurance. **All progress payments will be subject to retainage as specified under Chapter 255, Florida Statutes. The retainage amounts and release will also be in a manner consistent with Chapter 255, Florida Statutes.** Payment requests will be processed within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S.

**C. CONTRACTOR'S WARRANTY OF TITLE:**

1. The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the DISTRICT prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.
2. In compliance with the above and as verification of the CONTRACTOR'S compliance with applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., concerning payment to subcontractors and suppliers, the CONTRACTOR, in addition to any other payment provisions set in this Contract, shall prior to submission of the second (2<sup>nd</sup>) Application for Payment, produce for the DISTRICT evidence, in the form of Releases of Lien, that all subcontractors and suppliers have been paid any sum or sums then due. This reporting process shall be repeated following each succeeding payment to the CONTRACTOR throughout the life of the Contract. A failure on the part of the CONTRACTOR to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases are provided.

**D. APPROVAL OF PAYMENTS:**

The ENGINEER will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., either indicate his approval of payment or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. The DISTRICT will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., pay the CONTRACTOR the amount approved.

The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the DISTRICT, based on the ENGINEER'S on-site

observations of the work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price.

The ENGINEER'S approval of final payment shall constitute an additional representation by him to the DISTRICT that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in this Article have been fulfilled.

The ENGINEER may refuse to approve the whole or any part of any payment if in his opinion; he is unable to make such representations to the DISTRICT. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his option to protect the DISTRICT from loss because:

1. The work is defective;
2. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
3. The Contract Price has been reduced because of Modifications;
4. The DISTRICT has been required to correct defective work or complete the work in accordance with Article 15; or
5. Of unsatisfactory prosecution of the work, including failure to clean up as required by Article 9.

**E. SUBSTANTIAL COMPLETION:**

Prior to final payment, the CONTRACTOR may, in writing to the ENGINEER, certify that the entire Project is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the ENGINEER and CONTRACTOR will make an inspection of the Project to determine the status of completion. If the DISTRICT and the ENGINEER do not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the DISTRICT and the ENGINEER consider the Project substantially complete, a tentative Certificate of Substantial Completion will be issued. This certificate shall fix the date of substantial Completion and the responsibilities between the DISTRICT and the CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected, said time to be within the Contract Time.

The DISTRICT shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the DISTRICT will allow the CONTRACTOR reasonable access to complete or correct items on the list.

**F. PARTIAL UTILIZATION:**

Prior to final payment, the ENGINEER may request the CONTRACTOR to permit the use of a specified part of the Project which it believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the ENGINEER that said part of the Project is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for the part of the Project. Within a reasonable time thereafter, the ENGINEER and CONTRACTOR will make an inspection of the part of the Project to determine its status of completion. If the DISTRICT and the ENGINEER consider that part of the Project to be substantially complete, the ENGINEER will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between the DISTRICT and CONTRACTOR for maintenance, mechanical systems and utilities as to that part of the Project. The DISTRICT shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the DISTRICT will allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

**G. FINAL INSPECTION:**

Upon written notice from the CONTRACTOR that the Project is complete, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects.

**H. FINAL INSPECTION FOR PAYMENT:**

After the CONTRACTOR has completed any such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments.

The final Application for Payment shall be accompanied by legally effective **Final Releases or Waivers of Lien** from the CONTRACTOR and all subcontractors and material suppliers which performed services for or furnished materials to the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

The CONTRACTOR may, if a subcontractor refuses to furnish a release of lien, furnish a bond satisfactory to the DISTRICT to indemnify the DISTRICT against any claim or loss due to any such lien or liens.

**I. APPROVAL OF FINAL PAYMENT:**

If, on the basis of its observations and review of the work during construction, its final inspection and its review of the final Application for Payment (all as required by the Contract Documents), upon receipt of final acceptance from the County and if the ENGINEER is satisfied that the work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, the DISTRICT will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., indicate in writing its approval of payment. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the Application. The DISTRICT will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218, F.S., pay the CONTRACTOR the amount approved by the DISTRICT.

If after substantial Completion of the work, final completion is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the DISTRICT shall and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Article 7, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**J. CONTRACTOR'S CONTINUING OBLIGATION:**

The CONTRACTOR'S obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the DISTRICT, the issuance of a Certificate of Substantial Completion, any payment by the DISTRICT to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the DISTRICT, any act of acceptance by the DISTRICT, any failure to do so, nor any correction of defective work by the DISTRICT shall constitute an acceptance of work not in accordance with the Contract Documents.

**K. WAIVER OF CLAIMS:**

The making and acceptance of final payment shall constitute:

1. A waiver of all claims by the DISTRICT against the CONTRACTOR other than those arising from unsettled liens, from defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or from the terms of any special guarantees specified therein, and,
2. A waiver of all claims by the CONTRACTOR against the DISTRICT other than those previously made in writing and still unsettled.

**L. FINAL APPROVAL AND ACCEPTANCE OF THE WORK**

Following the completion of this Contract, as such completion is defined in the Specifications and as soon thereafter as practicable, the DISTRICT, its representative or the Engineer will review the work and will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the DISTRICT, upon notice of completion from its representative, upon receipt of final acceptance from the County, and within forty-five (45) days after the final estimate of work is made and confirmed as correct and unpaid and is approved, will pay to the Contractor the full value of the work done under this Contract less any amounts previously paid and less any advances whatsoever, and the DISTRICT will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of eighteen (18) months following the date of acceptance as herein required. In the event the DISTRICT refuses or declines to certify the work as completed and accepted and make final payment therefore within forty-five (45) days after notice and certification, the DISTRICT shall immediately set forth in writing to the Contractor the reasons for such non-acceptance of the work. After all valid reasons for non-acceptance have been removed; the DISTRICT shall execute the final certificate of completion and acceptance and shall make final payment. The certification of completion and acceptance of the work will be a prerequisite to final payment hereunder.

All prior estimates and payments, including those relating to extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in Contract performance for a period of eighteen (24) months following the date of final completion and acceptance of the work by the DISTRICT.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be a release to the DISTRICT and to the ENGINEER and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the DISTRICT or the Engineer or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the Contract.

As soon as is practicable after twenty-four (24) months have elapsed from the date of completion as herein defined, the DISTRICT shall make a review and re-inspection of the work and performance of this Contract, or cause the same to be made. If the said performance and work shall be found satisfactory and work not to have deteriorated through defects in workmanship or materials, then the DISTRICT shall certify the release of the Surety on the Bond for Performance of Contract. If, however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this Contract, or non-compliance with its requirements, the DISTRICT shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance, and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the Bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the DISTRICT, then the DISTRICT may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the DISTRICT and the payment of claims for material and labor and other expense as provided in such procedures, shall be a prerequisite to the release of the Surety on the Bond for Performance of Contract.

Within twenty-four (24) months after the date of acceptance of the work, or as soon thereafter as practical, as hereinbefore provided, following a re-inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the DISTRICT in the re-inspection shall have been made, the DISTRICT will, in writing, finally release the Contractor, his Sureties and all parties hereunder.

#### **ARTICLE 19 - SUSPENSION OF WORK AND TERMINATION:**

##### **A. DISTRICT MAY SUSPEND WORK:**

The DISTRICT may at any time and without cause suspend the work or any portion thereof, by giving one (1) day's notice to the CONTRACTOR in writing. The ENGINEER shall fix the date on which work shall be resumed and the CONTRACTOR will resume the work within ten (10) days after the date so fixed in the written notice from the DISTRICT to the CONTRACTOR to do so. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if directly attributable to any suspension and if he makes a claim therefore as provided in Articles 12 and 13 unless such suspension is ordered to secure compliance with the terms of this Contract.

**B. DISTRICT MAY TERMINATE:**

**1. BREACH:**

If the CONTRACTOR is adjudged bankrupt or insolvent, if he makes a general-assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he repeatedly fails to make prompt payments to Subcontractor or for labor, materials or equipment, if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the ENGINEER, or if he otherwise violates any material provisions of the Contract Documents, then the DISTRICT may, without prejudice to any other right or remedy may serve written notice upon the CONTRACTOR, and the surety, of its intentions to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the CONTRACTOR such violation shall cease and satisfactory arrangements for correction be made, the Contract shall, upon expiration of said ten (10) days, terminate. In the event of any such termination, the DISTRICT shall immediately serve notice thereof upon the surety and the CONTRACTOR, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing to such surety of notice of termination the DISTRICT may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. Such cost incurred by the DISTRICT will be determined by the DISTRICT and incorporated in a Change Order.

Where the CONTRACTOR'S services have been so terminated by the DISTRICT, said terminations shall not affect any rights of the DISTRICT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the DISTRICT due the CONTRACTOR will not release the CONTRACTOR from liability.

**2. CONVENIENCE:**

Upon seven (7) days written notice to the CONTRACTOR, the DISTRICT may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the DISTRICT will pay the CONTRACTOR a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the CONTRACTOR. The sum thus computed shall be paid to the CONTRACTOR within thirty (30) days after the DISTRICT shall have terminated this Contract and the payment of said sum shall be payment in full of any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.



### **C. LITIGATION:**

Should the DISTRICT be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the CONTRACTOR shall not be entitled to any claim or damages, or otherwise, nor may the CONTRACTOR withdraw from the Contract except by and with the consent of the DISTRICT. The CONTRACTOR shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the ENGINEER.

If the DISTRICT is permanently prohibited or enjoined from proceeding with the work herein contemplated, the DISTRICT may terminate this Contract and pay the CONTRACTOR a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the CONTRACTOR. The sum thus computed shall be paid to the CONTRACTOR within thirty (30) days after the DISTRICT shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

### **ARTICLE 20 - MISCELLANEOUS:**

- A. Whenever any part of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail (postage prepaid) to the last business address known to the DISTRICT.
- B. All Specifications, Drawings and copies thereof furnished by the DISTRICT shall remain its property. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the DISTRICT upon completion of the Project.
- C. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the DISTRICT there under shall be in addition to and not a limitation of any otherwise imposed or available by law by special guarantee or other provisions of the Contract Documents
- D. Should the DISTRICT or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees, Agents or others for whose acts he is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- E. If the value of this Contract exceeds One Hundred Thousand Dollars (\$100,000.00), Contractor must comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clear Air Act and Section 308 of the Clean Water Act, and all regulations and guidelines issued to implement those acts.
- F. The Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Pasco County.
- G. All prime contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The

cost shall be borne by the CONTRACTOR. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.

- H. In any litigation arising from or related to this Contract or the Contract Documents, each party shall bear its own attorney's fees and court costs.
- I. In the case of any dispute arising under this Contract, exclusive jurisdiction and venue for the resolution of such dispute shall be in the Circuit Court of the Fifth Judicial Circuit, in and for Pasco County, Florida.

#### **ARTICLE 21 - MAINTENANCE OF RECORDS:**

The CONTRACTOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination or final payment pursuant to this Contract. The DISTRICT and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the DISTRICT deems necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The DISTRICT, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

#### **ARTICLE 22 - HANDICAPPED NON-DISCRIMINATION:**

The CONTRACTOR will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

#### **ARTICLE 23 - FEDERAL REQUIREMENTS:**

In the event this Contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

SECTION IV  
SUPPLEMENTAL GENERAL CONDITIONS

## SECTION IV -SUPPLEMENTAL GENERAL CONDITIONS

### ARTICLE 01 - SCOPE OF WORK:

The CONTRACTOR will supply all materials, labor and equipment in order to accomplish the **Seven Oaks Community Development District 2024 Mill and Resurface Project**. **Work is to include: Milling and resurfacing existing roads, brick pavers, and associated work outlined on the plans or bid tabulation forms.**

The CONTRACTOR shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

### ARTICLE 02 - LOCATION OF THE WORK:

The work to be performed in this Contract will be performed within Pasco County, Florida lying within Sections 24 and 25, Township 26 South, Range 19 East and more precisely being on the north west corner of SR-56 and SR 581 intersection. Refer to Construction Plans for specific locations.

### ARTICLE 03 - REFERENCE POINTS:

It is the responsibility of the CONTRACTOR to have all existing utilities located and stake all proposed pole locations to be approved by a person appointed by the DISTRICT.

The CONTRACTOR shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. The work shall be done in strict conformity with such points.

1. Alignment Markers The markers for alignment and location information which are shown on the plans have been previously established by a Florida Registered Land Surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The CONTRACTOR shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The CONTRACTOR shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. The CONTRACTOR shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.
2. Bench Marks The CONTRACTOR shall lay out his work from bench marks and elevations set by the ENGINEER. Bench marks and elevations set by the ENGINEER will be shown and explained to the CONTRACTOR. Thereafter, these bench marks and elevations become the sole responsibility of the CONTRACTOR, and if replacement is required, either at the request of the CONTRACTOR or in the judgment of the ENGINEER, the CONTRACTOR shall pay for the cost of replacement. The CONTRACTOR shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

### ARTICLE 04 - MATERIAL USED:

All material incorporated into the final work shall be new material unless otherwise approved by the ENGINEER. If requested by the ENGINEER, the CONTRACTOR shall furnish purchase receipts of all materials.

### ARTICLE 05 - CONFLICT BETWEEN PLANS AND SPECIFICATIONS:

Whenever a conflict appears between the plans and specifications, the more stringent requirements shall apply. If a conflict is of such a nature as to require a decision, then a written request for clarification must be made prior to starting that phase of construction.

## **ARTICLE 06 - OBSTRUCTIONS:**

Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the CONTRACTOR to the satisfaction of the ENGINEER and the DISTRICT thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the ENGINEER shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or bench mark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.

## **ARTICLE 07 - TRAFFIC CONTROL:**

The CONTRACTOR is responsible for preparing and submitting traffic control plans, applications, application fees. The CONTRACTOR is responsible for obtaining required permits for traffic control prior to starting work. The CONTRACTOR shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at outlying points as detailed on the construction plans or as referenced by FDOT indexes..

CONTRACTOR shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the scope of work, and incorporating the methods and criteria contained in the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and adopted as amended by the Florida Department of Transportation. This plan must be approved in writing by the County, District ENGINEER and District Board.

The ENGINEER may inspect and monitor the traffic control scheme and devices of the CONTRACTOR and shall, through the DISTRICT's Inspector assigned to the project, make known his requirements for any alterations or adjustments to the control plan or devices. The CONTRACTOR shall take direction only as appropriately expressed by the Project Inspector or ENGINEER.

## **ARTICLE 08 - SPECIAL CONDITIONS:**

- A. Site Investigation: The CONTRACTOR by virtue of signing the Contract, acknowledges that he and all of his subcontractors have satisfied themselves as to the nature and locations of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials; access roads to and within the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to, and during the performance of the work. The CONTRACTOR shall be held responsible for having confirmed to his satisfaction the accuracy of dimensions and elevations shown on the plans. Failure on the part of the CONTRACTOR to completely or properly evaluate any factors of cost prior to proposing shall not form a basis for additional compensation if he is awarded the Contract and/or during its execution.
- B. Florida Trench Safety Act: Proposer shall be solely responsible for complying with the Florida Trench Safety Act and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (sub-part P) as amended. All costs associated with complying with these requirements shall be included in the appropriate items of the proposal and shall be as detailed in the Certificate of Compliance with Florida Trench Safety Act.

## ARTICLE 09 - PROJECT MEETINGS:

### A. PRE-CONSTRUCTION CONFERENCE

Before starting the work, a pre-construction conference will be scheduled at the **Seven Oaks Clubhouse at 2910 Sports Core Cir, Wesley Chapel, FL 33544** to review and determine methods of scheduling and progress reporting of this project, establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the ENGINEER, the DISTRICT, the CONTRACTOR and the Superintendent.

### B. SCHEDULES, REPORTS AND RECORDS

- 1) The CONTRACTOR shall submit to the DISTRICT such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.
- 2) The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

### C. INSPECTIONS

- 1) Periodic inspections will be held throughout the work at the discretion of the DISTRICT ENGINEER to verify progress and compliance to Contract Documents, pay requests and general quality control.
- 2) Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punchlist of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Contractor, ENGINEER and DISTRICT.
- 3) Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be mandatory prior to approval of final pay request. Finals shall be made with a representative of the CONTRACTOR, DISTRICT and ENGINEER.

## ARTICLE 10 - LIQUIDATED DAMAGES:

Should the Contractor fail to substantially complete work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by DISTRICT), the DISTRICT will retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which DISTRICT will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by DISTRICT and Contractor that the injury to DISTRICT which could result from failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the DISTRICT will retain from the compensation otherwise to be paid to the Contractor the sum of **\$500.00**. This amount is the minimum measure of damages the DISTRICT will sustain by failure of the contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above.

## ARTICLE 11 - CONSTRUCTION ADMINISTRATION:

The **ENGINEER** shall act as the "Professional" in the administration of this Contract and any references to the "Professional" shall be deemed to mean **ENGINEER**.

Inspection and acceptance of the work accomplished shall be by **ENGINEER or his designated representative**, who will have previously determined the site to be suitable for the construction and improvements specified herein.

#### **ARTICLE 12 - REUSE OF DOCUMENTS:**

CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with DISTRICT (i) shall **not** 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 ENGINEER's Consultant; and (ii) shall not reuse any of such Drawings, Specifications, or other documents or copies on extensions of the Project or any other project without written consent of DISTRICT and ENGINEER and specific written verification or adaptation by ENGINEER.

#### **ARTICLE 13 - SUBSURFACE AND PHYSICAL CONDITIONS:**

- A. Reports and Drawings: Reference is made to the Special Conditions for identification of:
  - 1. Subsurface Conditions: those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and
  - 2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.
- B. Limited Reliance by Contractor Authorized; Technical Data: CONTRACTOR may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Special Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against DISTRICT, ENGINEER or any of ENGINEER's Consultants 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, or
  - 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 data, interpretations, opinions or information.

#### **ARTICLE 14 – CONTRACT DURATION**

If awarded this construction Contract, the Proposer agrees to complete the work covered by this Contract as follows:

Substantially complete in **(60)** consecutive calendar days from date of Official Notice to Proceed.

Final completion in **(30)** consecutive calendar days from the date established for Substantial Completion.

#### **ARTICLE 15 - HAZARDOUS MATERIALS (Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material):**

- A. DISTRICT shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown as indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which

may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. DISTRICT shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

- B. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify DISTRICT and ENGINEER (and thereafter confirm such notice in writing). DISTRICT shall promptly consult with ENGINEER concerning the necessity for DISTRICT to retain a qualified expert to evaluate such hazardous condition or take corrective action if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after DISTRICT has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If DISTRICT and CONTRACTOR cannot agree as to entitlement to or to amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefore as provided in Articles 12 and 13 of the General Conditions.
- C. If after receipt of such special 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, the DISTRICT may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If DISTRICT and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13 of the General Conditions. DISTRICT may have such deleted portion of the Work performed by DISTRICT's own forces or others



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## SECTION V

### PROJECT SPECIFICATIONS

**TECHNICAL SPECIFICATIONS**  
**FOR**  
**SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**AMBERSIDE AND COVENTRY COMMUNITIES**

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## MOBILIZATION/DEMOBILIZATION

The work specified under this Section shall consist of the preparatory work and operations necessary to mobilize and begin work on the project. This shall include but is not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s), the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities required by these Contract Documents and all applicable federal, state and local regulations.

The cost of bonds and any other required insurance, consideration for indemnification to the Owner and the Engineer, and any other pre-construction expenses necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay item for **Mobilization**.

### PAY QUANTITY

- a. The pay quantity for the work specified under this Section shall be one **lump sum** quantity for **Mobilization/Demobilization** and shall include all work and materials described and specified herein.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract **lump sum** price for **Mobilization/Demobilization** and shall be in accordance with the following schedule:

MOBILIZATION/DEMOBILIZATION BASIS OF PAYMENT SCHEDULE	
Percent of Original Allowable Contract Amount Earned	Percent of the Lump Sum Price for Mobilization
5%	25%
10%	50%
25%	75%
50%	100%

Partial payments shall be limited to ten percent (10%) of the original contract amount for the project. Any remaining amount will be paid upon completion of all work on the project, including final punch list work items.

## MAINTENANCE OF TRAFFIC

The work specified under this Section consists of the maintaining of traffic within the limits of the project for the duration of the construction period, in accordance with the requirements of Section 102 of the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein.

The road shall be kept open to traffic for the duration of the construction period, except that one lane of traffic will be permitted for short durations of time if flagmen are used. The Contractor will not be permitted to isolate residences or places of business.

The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, applicable edition, and the State of Florida *Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations*, applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for the duration of the construction period.

The work specified under this Section shall include the furnishing, erection and maintenance of all temporary traffic control devices of whatever type required, and for such duration as may be required by the Engineer, and shall include also all materials and construction necessary for temporary connections, driveway maintenance, side street maintenance, variable message signs, construction signs, covering of existing signs, detours, removal of existing markings, temporary pavement, temporary pavement markings, temporary reflective pavement markers, signalization maintenance, other items as noted in the Plans, maintenance/removal of temporary work items and restoration.

The applicable edition of the governing documents referenced herein shall be that edition of the respective documents specified on the plans.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Maintenance of Traffic**.

### PAY QUANTITY

- a. The pay quantity for **Maintenance of Traffic** shall be one **lump sum** quantity, which shall include all work and materials described and specified herein.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract **lump sum** price for Maintenance of Traffic.

## INLET PROTECTION

The work specified under this Section consists of the temporary installation of Inlet Protection (Drain Pipe with Sock type) products for the specific purpose of preventing and controlling soil erosion runoff and intrusion into stormwater drainage systems.

Drain sock products, such as “ADS Sock” or approved equal, shall be installed to conform to the requirements set forth by the manufacturer and guidelines regulated by the County for erosion control measures. Perforated PVC pipe, in lieu of ADS pipe, or approved equal, may also be used.

The SOCK material shall be an ultra-porous filter (synthetic wrap material) that provides water entry and sediment protection and fits (in a snug manner) over the pipe. It shall be 100% knitted polyester (or approved equal), with an equivalent opening size of 30 to 40, burst strength of 100-135 (ASTM D 3786), fiber size of 100-200 denier per filament, 2.5 to 3.5 ounces per square yard (ASTM D 3776). It shall be free of folds and tears and will be replaced immediately, by the contractor and at the contractor's expense, should such folds and tears occur.

The Contractor shall provide the Engineer a manufacturer's certificate stating the manufacturer's name, product name, style number and other pertinent information fully describing the product, to obtain approval prior to use.

The work specified under this Section shall include all preparation, installation and maintenance of the product per the manufacturer's specifications. It shall also include removal of product from inlets at the end of the construction phase.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Inlet Protection System**.

### PAY QUANTITY

- a. When the quantity for a pay item under this Section is shown in the Schedule of Prices to be paid per each, the pay quantity shall be one **each** quantity of **Inlet Protection System**, as authorized by the Engineer, and maintained to the satisfaction of the Engineer for the duration of the construction period.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract price per **each**.

## EARTHWORK

- A. Stripping of topsoil and stockpiling.
- B. Overall site grading.
- C. Excavation, fill, and backfill.
- D. Rough grading to achieve grades as shown on the plans.
- E. Compaction.
- F. Dewatering, as required.
- G. Environmental protection.
- H. Installation of filter fabric.
- I. Proof rolling of structural areas.
- J. Organic soils removal, stockpiling, watering and care of stockpile, and final placement and surveying of cross sectional elevations prior to and after the completion of the organic soil placement.

### 1.02 SAMPLES AND TESTING

- A. All fill and backfill materials and their placement shall be subject to quality control testing. Testing of fill and backfill materials prior to placement and in-place density testing prior to placing additional layers will be done by a qualified testing laboratory, selected and paid for by the OWNER. All work shall conform to the placing and compaction moisture control requirements determined by these tests. Test results and laboratory recommendations will be made available to CONTRACTOR. The CONTRACTOR shall be responsible for all costs (including but not limited to testing, inspections, permits, overtime, etc.) associated with re-testing resulting from failure to meet the requirements of the Contract Documents.

### 1.03 ENVIRONMENTAL PROTECTION

- A. Environmental protection shall meet the requirements of all-applicable codes and standards.
- B. Definitions
  - 1. Environmental Protection: Conformance with Federal, State, and local laws and regulations, which pertain to noise levels and the protection of water, air and soil.
  - 2. Sediment: Soil that has been eroded and transported by runoff water.
  - 3. Degradable Debris: Debris, which can undergo biodegradation or combustion or which, can be dissolved or suspended by water.
  - 4. Nonbiodegradable Debris: Inorganic debris, which will not disintegrate nor dissolve when, exposed to moisture or water.
  - 5. Chemicals: Petroleum products, bituminous materials, salts, acids, alkalines, herbicides, metals and metal oxides and pesticides.
  - 6. Waste: Sewage, including that known normally as domestic sanitary sewage,

garbage and trash resulting from food and food packaging.

1.04 DISPOSITION OF EXISTING UTILITIES

- A. Active utilities existing on the site shall be carefully protected from damage and relocated or removed as required by the work. When an active utility line is exposed during construction, its location, size, and elevation shall be plotted on the As-Built Drawings.
- B. Should inactive or abandoned utilities be encountered during the construction operations which are not noted on the drawings, the ENGINEER shall be immediately notified, and they shall determine what action to be taken. The location and size of such utilities shall be noted on the As-Built Drawings.
- C. Active utility lines damaged in the course of construction operations shall be repaired or replaced by the CONTRACTOR, as determined by the ENGINEER, without additional cost.
- D. Notify the Utility Owner and the ENGINEER at least three days in advance of the proposed time for shutting down or interrupting utilities or services which may affect Operation of buildings or adjoining properties. Unless otherwise authorized by the ENGINEER, schedule such interruptions on weekdays before or after normal working day. In no case shall any services or utilities be interrupted prior to notification and authorization by the ENGINEER in writing.
- E. Refer to Section 01530 of these specifications for additional requirements, etc.

1.05 SUBSURFACE EXPLORATIONS

- A. Subsurface exploration was performed by a drilling subcontractor and is further described in the **Report of Subsurface Exploration and Geotechnical Evaluation prepared by Faulkner Engineer Engineering Services dated October 3, 2023.**

1.06 LINES AND GRADES

- A. Reasonably accessible horizontal and vertical control points for the use of the CONTRACTOR shall be provided for basic layout purposes only.
- B. The CONTRACTOR shall employ a qualified land surveyor currently registered in the State of Florida to layout and maintain all lines and grades required for all grading operations.

1.07 PROTECTION OF EXISTING SERVICE LINES, UTILITIES AND STRUCTURES

- A. Existing utility lines that are to be retained and that are shown on drawings or otherwise brought to the attention of the CONTRACTOR, prior to excavation, as well as utility lines constructed during excavation and backfilling, shall, if damaged, be repaired by the CONTRACTOR at his expense. In the event that the CONTRACTOR damages any existing utility lines that are not known, or the location of which are not known to the CONTRACTOR, a report thereof shall be made to the ENGINEER within 24 hours.
- B. If it is determined by the ENGINEER that repairs are to be made by this CONTRACTOR, such repairs will be ordered. When utility lines that are to be removed or relocated are encountered within the areas of operations, the CONTRACTOR shall notify the

ENGINEER in ample time for necessary measures to be taken to prevent interruption of service.

- C. Refer to Section 01530 of these specifications for additional requirements, etc.

## PART 2 - PRODUCTS

### 1.01 GENERAL

- A. This Specification establishes minimum requirements for materials and workmanship. Equivalent local or native materials may be substituted for those specified, provided prior written approval of the ENGINEER has been obtained.

### 1.02 SOIL QUALITY ASSURANCE TESTING

- A. The maximum density, optimum moisture content, shear strength, gradation and plasticity characteristics of all fill material shall be determined prior to their placement. All coordination and costs associated with material testing shall be by the contractor.
- B. Cooperate with Material Testing Laboratory in obtaining field samples of in-place materials after compaction. Furnish incidental field labor in connection with such tests.
- C. The maximum density shall be determined by Test Method D of AASHTO T 180 (as modified by the Department's Research Bulletin 22-B, Revised April 1972). Testing shall be performed by a qualified laboratory on each class of soils to be compacted. The laboratory shall be selected and paid for by the OWNER.

### 1.03 EROSION CONTROL PRODUCTS

- A. Earth Stabilizer
1. Temporary Grass Stand: using a rye grass seed.
  2. Mulch: un-rotted salt hay, hay, or small grain straw.
  3. Mirafi 140N filter fabric.
  4. Soil Erosion Control Berm: hay bales - FDOT Type I or Type II per Standard Index No. 102.
  5. Sedimentation Control Fence - FDOT Type III or Type IV per Standard Index No. 102.
- B. Dust Control
1. Dust control materials shall conform to the requirements set forth in Section 986 of the FDOT Standard Specifications.

## PART 3 - EXECUTION

### 3.01 EROSION CONTROL

- A. General
1. In the means and methods of construction, and the coordination and control of the work at the site, establish and enforce ecological preservation standards which avoid pollution of paved roadways, the atmosphere, canals, rivers and other waterways and vegetation. Immediately repair any breach to the in



- place environmental control system.
  - 2. Conform to laws, ordinances, restrictions, and rules of governmental bodies having enforcement power in regard to site preservation and erosion control. Specific reference shall be made to Section 104 of the FDOT Standard Specifications for execution of erosion control and prevention.
  - 3. Prevent droppings of petroleum products, cementitious waste, and chemical substances on the ground.
- B. Sediment Control
- 1. Until such time that permanent work establishes sediment control, provide temporary sediment control work by the use of temporary sediment settling ponds and vegetative cover with seeding, mulch and binder.
  - 2. As a temporary measure, provide hay bales, soil erosion control fencing, or both, arranged along the toe of surface drainage ways and inlets and along the perimeter of the existing paved roads, in such a manner that water will pass through the hay bales and filter the sediment within them.
  - 3. Should hay bales become too clogged to be effective, remove them from premises and provide new hay bales, in same procedure, and repeat this procedure as many times as necessary to maintain an effective sediment control during the duration of the contract.
  - 4. The quantity and position of hay bales shall be adequate to filter the sediment. Bale spacing shall be as recommended by FDOT Standard Index No. 102 - Chart I.
- C. Controls During Earth Moving
- 1. Perform earth moving in such phases, which minimize the area extent of exposed land.
  - 2. Control the rate of water runoff by diversion ditches, benches, berms, and other earth-formed shaping so that the rate of flow is retarded and silting will be minimized. Reshape and restore conditions showing evidence of earth erosion without delay.
  - 3. Stabilize disturbed earth with temporary seeding, temporary mulching or other effective temporary means, such as a stabilizing sprayed application or anchored netting.
- D. Dust Control
- 1. Keep dust down at all times, including non-working days, weekends, and holidays. Wet down or treat disturbed soil with dust suppressors as necessary. Clean up operations shall be by vacuuming, wet mopping, wet sweeping, or wet power brooming. In sandblasting operations, if any, confine the dust. Use wet-cutting methods for cutting concrete, asphalt, and masonry. Do not shake out bags containing cement, lime, and other dust-causing substances.
  - 2. Spray apply dust control adhesives on mineral soils as required to provide means to prevent air-borne dust from dispersing into atmosphere.
  - 3. Do not leave areas of disturbed earth for long periods of time. As the earth is disturbed, continue the work to achieve temporary or permanent earth stabilization promptly.
- E. Noise Control
- 1. Provide mufflers on combustion engine powered equipment to minimize noise. Blasting will not be permitted.

### 3.02 STAKE OUT

- A. CONTRACTOR shall stake out all areas for proposed roads and drives, other paved areas and buildings necessary to complete the work under this Specification. All

construction stake out shall conform to Section 1.08 of this Specification.

- B. All objectionable items, such as existing pavement, foundations, culverts, etc., are to be removed from the site and legally disposed of.

### 3.03 CLEARING AND GRUBBING

- A. This work shall consist of clearing, grubbing, stockpiling, removing and disposing of all vegetation and debris, including existing pavement sections, base sections, concrete, gravel, etc., within the limits shown on the drawings, except such objects as are designated to remain or are to be removed in accordance with other sections of this specification or the drawings.
- B. Clearing shall consist of the satisfactory disposal of vegetation designed for removal, including trees and brush, occurring within the limits of new grading, as indicated on the drawings.
- C. Grubbing shall consist of the removal and disposal of stumps, roots, concrete, existing pavement sections, structures, gravel, appurtenances, and other facilities necessary to be removed to prepare the site for the proposed construction, and the removal and disposal of all product and debris which are not required to be salvaged or not required to complete the construction. This material, together with logs and bark and other organic debris not suitable, shall be excavated and removed to a depth of not less than 24 inches below the natural surface of the ground. The CONTRACTOR shall take great care to assure that all root systems, concrete rubble, pavement sections, debris, etc. have been completely removed. CONTRACTOR shall refer to Section 110, Clearing and Grubbing, of the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition. Depressions made by grubbing shall be filled with suitable material and tamped to make the surface conform to the original adjacent surface of the ground.

### 3.04 STRIPPING

- A. Where stripping is required, strip topsoil to depths encountered to prevent interlining with the underlying subsoil or other objectionable material. Remove heavy growth of grass from areas before stripping.
- B. Topsoil shall be stored in piles located so that the material can be used readily for the finished surface grading. The ENGINEER shall approve location of stockpiles.
- C. Areas shown to be sources of organic material shall be sprayed with herbicide 30 days prior to stripping operations. The areas designated for organic soil removal shall be stripped 8"-12" and stockpiled in accordance with the Contract Documents. In areas where 8"-12" of stripping does not remove the entire organic soil deposit, the organic soil shall be excavated to its full extent.

### 3.05 EXCAVATION

- A. Excavations shall be performed to the elevations and dimensions indicated on the drawings plus sufficient space to permit erection of forms, shoring, drains, piping, masonry, and inspection of work. Satisfactory excavated material shall be transported to and placed in stockpile areas within the limits of the work.
- B. All unsatisfactory materials removed from excavations shall be removed from the site

and legally disposed of or stockpiled on site per the ENGINEER. Satisfactory material removed from excavations shall be used, insofar as practicable, in the construction of embankments, stabilized subgrades, shoulders, pipe bedding, backfill and for similar purposes. No satisfactory excavated material shall be wasted without specific written authorization from the ENGINEER. Satisfactory material authorized to be wasted shall be removed from the site and legally disposed of, or stockpiled on site per the ENGINEER.

- C. Satisfactory excavated material required for fill or backfill shall be placed in the proper section of the permanent work required under this section or shall be separately stockpiled if it cannot be readily placed.
- D. Stockpile excavated material which is approved for reuse, or which has been disapproved and scheduled for removal from site in storage piles, in areas indicated by the ENGINEER. Construct storage piles to freely drain surface water (with the exception of the organic soils designated to be maintained in a moist condition). Cover storage piles, as required, to keep dry and to prevent windblown dust or other environmental contamination. All disturbed areas area to be restored to original condition or better.
- E. Control the adjacent grading around the structures so that the ground shall be pitched in order to prevent water from running into excavated areas or damaging other structures or work.
- F. Immediately after excavations have been carried to the required grades, the exposed horizontal surfaces of the existing materials shall be compacted by at least four passes of a suitable vibratory compactor before any other work is done.
- G. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains, and ditches shall be constructed to ensure the thorough drainage of the subgrade surface at all times.
- H. Where rock is encountered at the bottom of the excavation for pads and slabs, the rock shall be over excavated approximately six inches and replaced with select fill material as specified by the ENGINEER.
- I. Soils exposed in the bases of all satisfactory foundation excavations shall be protected against any detrimental change in conditions such as disturbances from rain, etc.
- J. Excavations carried below indicated depths or beyond widths determined by the CONTRACTOR in accordance with the Contract Documents will not be permitted except to remove unsatisfactory material unless approved by the ENGINEER. Material removed below the depths indicated or beyond the established slope lines without specific direction of the ENGINEER shall be replaced at the CONTRACTOR's expense to the indicated excavation grade with satisfactory materials placed and compacted.
- K. Ditches and gutters shall be cut accurately to the cross sections and grades indicated on the drawings. All roots, stumps and foreign matter shall be cleared, grubbed and legally disposed of. The sides and bottom of ditches and gutters shall conform to the slope, grade and shape of the section indicated. Care shall be taken not to excavate ditches and gutters below the grades indicated. Excessive ditch and gutter excavation shall be

backfilled to grade with satisfactory, thoroughly compacted material.

- L. Where stripping/excavation of organic soils is required in the Contract Documents the areas designated for organic soil removal shall be excavated to the terminal limits (depth and width) of the organic material as directed by the ENGINEER and stockpiled in accordance with the Contract Documents.

### 3.06 DEWATERING

- A. Grading around the site excavations shall be controlled by the CONTRACTOR to prevent pumped or surface water from running into excavated areas, onto adjacent property, or undermining structures in the area. Water will be pumped or drained only to areas specified by the ENGINEER. All means and methods of dewatering shall be solely the CONTRACTOR's responsibility, and shall be subject to the approval of the ENGINEER.
- B. The excavations shall be maintained in a dewatered condition during placing of concrete, and backfill operations.
- C. Furnish all pumping and dewatering equipment necessary to keep the excavated areas dry during construction as required.

### 3.07 ORGANIC SOIL PLACEMENT

- A. Prior to the placement of the organic soil in designated areas, the CONTRACTOR shall have a land surveyor currently registered in the State of Florida perform a topographic survey of the subgrade elevations. The survey shall be performed on a 50' X 50' grid.
- B. After placement of the organic soil in the designated areas, the same surveyor shall perform a second topographic survey of the subgrade elevations. The survey shall also be a 50' X 50' grid with the same control points as the first survey. The surveyor shall also field stake and label, in a manner acceptable to the ENGINEER, all planting zone delineation lines. The CONTRACTOR shall furnish the ENGINEER with one reproducible as-built and four blueprints featuring the topographic information from both surveys and the planting zone delineation lines. This information will be reviewed by the ENGINEER for acceptance prior to the start of planting activities.

### 3.08 ORGANIC SOIL STOCKPILING

- A. During the stripping and excavation of the organic soil, the CONTRACTOR shall stockpile the organic soil in accordance with the following:
  - 1. No slopes shall be greater than 3:1.
  - 2. Water shall be utilized to maintain the moisture content of the stockpile between 15% and 20% based on weight.
  - 3. A temporary irrigation system shall be constructed to extend to the organic soil stockpile area.

### 3.09 EMBANKMENT/FILL

- A. No fill shall be placed on soft, unstable or otherwise unsuitable material. Placing of fill on unsuitable bearing material will not be permitted, and will be corrected to the satisfaction of the ENGINEER at the CONTRACTOR's expense.
- B. Materials of any classification which are too wet to provide a stable subgrade or

foundation or which the ENGINEER classifies as unsuitable bearing material shall be considered as unsuitable.

- C. Placement
  - 1. Placement of embankment/fill material shall conform to the requirements set forth in this section.
  - 2. Construction tolerances shall be within 0.1 feet from proposed finish grades in green areas and building pads.
  - 3. Construction tolerances shall be within 0.05 feet from proposed finish grades in pavement and concrete areas.
- D. The CONTRACTOR shall install Mirafi 140N filter fabric, or approved equal, as necessary to stabilize areas of potential erosion, and as directed by ENGINEER.
- E. The CONTRACTOR shall proof roll all structural areas (roadway subgrades, building pads, etc.) per the ENGINEER. All areas deemed unacceptable by the ENGINEER shall be corrected at the CONTRACTOR's expense to the satisfaction of the ENGINEER. After the completion of proof rolling activities, the CONTRACTOR shall static roll the subgrade to remove all equipment tracks. Equipment utilized for proof rolling operations and static rolling operations shall be subject to approval of the ENGINEER.
- F. Compaction Requirements
  - 1. Embankment material shall be compacted to not less than 95% of the maximum density as determined by AASHTO T180-57 (ASTM D1557-70).
  - 2. Roadway fill material shall be compacted to not less than 98% of the maximum density as determined by AASHTO T180-57 (ASTM D1557-70).
  - 3. Embankment, fill, and backfill material shall be placed and compacted in lifts not to exceed twelve (12) inches vertically. Each compacted lift shall pass the aforementioned testing criteria before proceeding to the next vertical lift.
  - 4. Density tests shall be performed at a minimum frequency of one test per every 250 square yards of fill material being placed, per vertical lift.
  - 5. If successive vertical lifts are placed, the density tests shall be staggered so as to not be repeated in the same location.
  - 6. CONTRACTOR shall notify OWNER's test lab 24 hours in advance of tests that will be needed.

## **PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Soil Excavation..**

## **PAY QUANTITY**

- a. The pay quantity for work specified under this Section shall be per **cubic yard** quantity which shall include all work described and specified herein.

## **BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price per **cubic yard**.

END OF SECTION  
**STABILIZATION**

**Type B**

The work specified under this Section consists of the stabilizing of designated portions of the roadbed to provide a firm and unyielding subgrade, in conformity with the lines, grades, notes and typical cross sections shown on the Plans, and as directed by the Engineer. The construction of stabilized roadbed shall conform to the requirements of Section 160 of the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein. Material testing associated with this work is to be coordinated and paid for by the contractor. Results of all tests are to be transmitted to the Engineer.

Pre-mixed Stabilization shall be required when proposed pipe culvert falls within area to be stabilized.

The work specified under this Section shall include the furnishing and placement of all stabilizing material required, and all mixing, shaping and compacting of the stabilized area.

**PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Stabilization, Type B**.

**PAY QUANTITY**

- a. When the quantity for a pay item under this Section is shown in the Schedule of Prices to be paid for per square yard, the pay quantity shall be the number of **square yards** of **Stabilization, Type B** at the thickness specified in the applicable pay item, actually constructed and accepted by the Engineer.

**BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price per **square yard**.

## **ROADWAY BASE**

### **Crushed Concrete**

The work specified under this Section consists of the construction of roadway base utilizing Crushed Concrete Base on prepared subgrade, in conformity with the lines, grades, notes and typical cross sections shown on the Plans, and as directed by the Engineer. The construction of Crushed Concrete Base shall conform to the requirements of Section 230 of the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein.

#### **PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Crushed Concrete Base**.

#### **PAY QUANTITY**

- a. When the quantity for a pay item under this Section is shown to be paid for per square yard, the pay quantity shall be the number of **square yards** of **Roadway Base, Crushed Concrete** at the thickness specified in the applicable pay item, actually constructed and accepted by the Engineer.

#### **BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price per **square yard**.

## MILLING OF EXISTING ASPHALT PAVEMENT

The work specified under this Section consists of removing existing asphaltic concrete surface course by milling to lower the finished grade of the roadway area in accordance with the requirements of Section 327 of the Florida Department of Transportation (FDOT) Standard Specifications, except as amended herein. The existing pavement shall be milled one inch unless otherwise specified on the plans or directed by the Engineer.

All existing grading and slopes of the road shall be maintained during the milling process.

The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified on the Plans and in the Specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be nine feet. The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results. Any commercially manufactured milling machine meeting the above requirements will be approved at the start of the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use. The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

During the actual construction operations, the following construction procedures shall apply:

The longitudinal profile of the milled surface shall be established on the south of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Contractor will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface. Prior to opening an area that has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove, to the greatest extent practical, fine material which will dust under traffic. This operation shall be conducted in a manner that minimizes the potential for creating traffic hazards and to minimize air pollution. Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

The Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work. To prevent, to the greatest extent practical, the infiltration of milled material into the storm sewer system when the milling operation is



within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directed by the Owner's Representative. This operation shall also include the thorough removal of all milled material from the gutter in a manner that protects the curb from damage and to prevent the material from being swept into the inlet openings or inlet grates. The equipment and methods used to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Owner's Representative.

The milled surface shall have a reasonably uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. The

variation of the longitudinal joint between multiple cut areas shall not exceed 1/4 inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by a pre-existing condition which could not reasonably have been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

The Engineer may require re-milling of any area where a surface lamination causes a non-uniform texture to occur. All existing structures including but not limited to manholes, curbs and valve boxes shall be protected during the milling operation. If during the milling process the contractor damages any existing curbs, structures, or personal property of the Community Development District the contractor shall provide the repair to existing condition or better at no cost to the owner.

All milled material shall remain the property of the Contractor and shall be hauled by the Contractor to an off-site location.

All costs associated with maintenance of traffic shall be by the Contractor. Including but not limited to preparation and coordination of the permit applications, coordinating with permitting agencies, permit fees, obtaining and maintaining the maintenance of traffic for the duration of the project.

Damage to personal property during milling. The contractor shall be responsible for repair damages to curbing, driveways, and other related property damages including chipping concrete or flying debris from the milling operation.

## **PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Milling Existing Asph Pavt, 2" depth.**

## **PAY QUANTITY**

- a. The pay quantities for work under this Section shall be the number of **square yards** of **Milling Existing Asph Pavt, 2" depth**, of the various thicknesses specified in the applicable pay items, actually constructed and accepted.

#### **BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price per **square yard**.

END OF SECTION

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## **ASPHALTIC CONCRETE**

### **Superpave Type 12.5**

The work specified under this Section consists of the construction of asphaltic concrete surface course, asphaltic concrete base course, and temporary roadways, sidewalk and other asphaltic concrete facilities, utilizing Asphaltic Concrete Type SP 12.5 or as specified on the plans and these specifications, in accordance with the applicable provisions of the Florida Department of Transportation (FDOT) *Standard Specifications*, Section 334, latest edition, except as amended herein.

The work specified under this Section includes the furnishing of material for, and the application of, all required tack coats.

Asphaltic concrete surface course shall be constructed in conformity with the lines, grades, notes and typical cross sections shown on the Plans, and as directed by the Engineer.

Asphaltic concrete base course shall be constructed on prepared subgrade in conformity with the lines, grades, notes and typical cross sections shown on the Plans, and as directed by the Engineer.

#### **PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Superpave Asphalt Concrete, Type SP 12.5** (mix type specified).

#### **PAY QUANTITY**

- a. When the quantity for a pay item under this Section is shown in the Schedule of Prices to be paid for Ton, the pay quantity shall be the number of **Tons** of **Superpave Asphalt Concrete, Type SP 12.5** (mix type specified) at the thickness specified in the applicable pay item, actually placed and accepted.
- b. When the quantity for a pay item under this Section is to be paid for per **ton**, the weight of the mixture shall be determined from batch weights, truck scale weights, or other methods approved by the Engineer. Delivery tickets, in duplicate, signed by a sworn weigher, shall accompany each load of material, and both copies shall be signed by the Engineering Inspector assigned to the project. One copy of the delivery ticket shall be retained by the Contractor, and one copy shall be delivered to the Engineering Inspector. The total number of tons reflected in one set of all delivery tickets signed by the Inspector shall be the measured pay quantity.

#### **BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price per **ton**, according to whichever is specified in the Schedule of Prices.

## GRADING

All work specified under this section shall conform to the requirements of Sections 110 and 120 of the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein.

Except for that work excluded under other provisions of this Section, and except as provided for under other Sections of these Specifications, the work to be performed under this Section shall consist of all excavation, the furnishing, placement and compaction of all embankment and fill material, all grading of sidewalk and roadway, roadway shoulders and ditches, parking lots, the construction or re-channelization of all ditches and swales, all graded road connections, the shaping or reshaping of slopes, all final dressing, and all other earthwork operations required for the completion of the project.

Unless otherwise provided for, all borrow and suitable fill material required for the completion of work performed under this Section and as indicated on the plans shall be furnished by the Contractor from areas provided by the Contractor.

The work to be performed under this Section include the excavation of unsuitable material, or the furnishing, placement and compaction of fill material as replacement for unsuitable material, or other items of work for which separate payment is to be made.

All suitable material shall remain the property of the Owner until all earthwork requirements for the project have been fulfilled. Except as otherwise provided for on the Plans and Specifications, all surplus material and other items not claimed by the Owner shall become the property of the Contractor and shall be disposed of by the Contractor in areas provided by the Contractor.

The contract price for the work to be performed under this Section shall not include the cost of all work specified under other Sections of these Specifications. The cost thereof is specified to be included in the pay items provided for the work specified under those Sections.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Grading**.

### PAY QUANTITY

- a. The pay quantity for work specified under this Section shall be one **lump sum** quantity which shall include all work described and specified herein.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract price per **lump sum**.

## MANHOLE, ADJUST

All work specified under this section shall conform to the requirements of Section 425 the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein. Work associated with this section includes but is not limited to adjusting manhole lids to finish grade.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Manhole, Adjust**.

### PAY QUANTITY

- a. The pay quantity for work specified under this Section shall be one **each** quantity which shall include all work described and specified herein.

### BASIS OF PAYMENT

- b. The work specified under this Section shall be paid for at the contract price per **each**.

## VALVE BOX, ADJUST

All work specified under this section shall conform to the requirements of Section 425 the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein. Work associated with this section includes but is not limited to adjusting manhole lids to finish grade.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Valve Box, Adjust**.

### PAY QUANTITY

- a. The pay quantity for work specified under this Section shall be one **each** quantity which shall include all work described and specified herein.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract price per **each**.

## DETECTABLE WARNINGS

All work specified under this section shall conform to the requirements of Section 527 the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein.

Furnish and install Detectable Warning devices on newly constructed and/or existing concrete or asphalt walking surfaces (curb ramps, sidewalks, shared-use paths, etc.) constructed in accordance with the Design Standards, Index No. 304. 527-2 Materials. 527-2.1 Detectable Warning: Provide Detectable Warnings in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705. Use Detectable Warnings consisting of materials intended for exterior use subject to routine pedestrian traffic and occasional vehicular traffic. Use Detectable Warnings with size and pattern shown in the Plans comprised of truncated domes aligned in parallel rows in accordance with the Design Standards, Index No. 304. Do not use detectable warnings with a diagonal pattern.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Detectable Warning**

### PAY QUANTITY

- a. The pay quantity for work specified under this Section shall be per **square foot** quantity which shall include all work described and specified herein.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract price per **square foot** installed and accepted by the engineer.

## RAISED PAVEMENT MARKERS

All work specified under this section shall conform to the requirements of Section 706 the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein.

Place raised retroreflective pavement markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings. Furnish and install raised pavement markers at locations indicated on the plans.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for **Raised Pavement Markers**.

### PAY QUANTITY

- a. The pay quantity for work specified under this Section shall be per **each** quantity which shall include all work described and specified herein.

### BASIS OF PAYMENT

- a. The work specified under this Section shall be paid for at the contract price per **each** installed and accepted by the engineer.



## **SODDING**

### **Including Watering and Fertilizer**

The work specified under this Section consists of the furnishing and placement of grass sod including all water and fertilizer within the limits shown on the Plans, and in such other areas as the Engineer may direct. The furnishing and placement of sod shall conform to the requirements of Section 575 of the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein, and, where specified herein or on the Plans, applicable standard drawings of the Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, current edition. All disturbed areas are to be sodded. Additional sod required due to the contractor's work, machinery, stockpiling of materials etc. shall be included in this price.

#### **PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Sodding** (types specified), including watering and fertilizer.

#### **PAY QUANTITY**

- a. The pay quantity for the work specified under this Section shall be the number of **square yards** of **Sodding** (types specified), includes watering and fertilizer, of the types specified in the applicable pay items, actually placed and accepted. This pay quantity shall include all required water and fertilizer, excavation of the trench for the sod, and the satisfactory disposal of excavated material. No payment shall be made for unauthorized areas of sodding, and no additional allowance shall be made for furnishing and applying the fertilizer and water necessary to establish the growth of sodding. Additional work areas, including but not limited to storage, and mobilization are not included in the pay quantity. The contractor is to restore all disturbed areas to the original condition or better at no additional cost to the owner.

#### **BASIS OF PAYMENT**

- a. Sodding shall be paid for at the contract price per **square yard**.

## CONCRETE APRON

The work specified under this Section consists of the construction of concrete curb, curb and gutter, valley gutter, shoulder gutter and traffic separators in accordance with the requirements of Section 520 of the Florida Department of Transportation (FDOT) *Standard Specifications*, except as amended herein, and applicable drawings of the Florida Department of Transportation (FDOT) *Roadway and Traffic Design Standards*, current edition and the details and notes shown on the Plans.

Job-mix design formulas for all Portland Cement Concrete, of the type specified, shall be submitted at least 14 days prior to use on the project. The submitted formulas shall be derived or approved by the Owner and/or its agents. All concrete mix designs shall meet FDOT Concrete Classes mix guidelines, except as follows:

The work specified under this Section shall include the construction of all transitions called for on the Plans in accordance with the details shown or referenced on the Plans, the furnishing and placement of all required Reinforcing Steel, and the furnishing and construction of all necessary forms.

### PAYMENT

- a. The work specified under this Section shall be paid for under the pay items for: **Vertical Curb; Concrete** (type specified), **Header Curb; Concrete** (type specified), **Curb; Concrete** (type specified), **Curb and Gutter; Concrete** (type specified), **Shoulder Gutter; Concrete** (type specified), **Valley Gutter** (type specified); **Concrete and Traffic Separators, Concrete** (type specified).

### PAY QUANTITY

- a. The pay quantity for the work specified under this Section shall be the number of **linear feet** of curbs identified in the applicable pay items actually constructed and accepted. Payment for the quantities determined as specified herein shall constitute full compensation for all work specified under this Section.

### BASIS OF PAYMENT

- a. The curb quantities determined as specified above shall be paid for at the contract price per **linear foot**.

## PAVEMENT MARKINGS AND SIGNAGE

The work specified under this Section consists of the furnishing and installation of traffic signs with posts. Signing shall be performed pursuant to Section 700 of the Florida Department of Transportation (FDOT) *Standard Specifications*, current edition.

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division Specification Sections.

The work included in this Section includes the fabrication and installation of traffic and pedestrian signage, the application of paint and/or thermoplastic markings and messages on finished pavements and the installation of reflective pavement markers as required by or necessary to meet the current FDOT specifications or related documents referenced in this specification.

Also included in this Section is the removal of existing markings and signage conflicting with the proposed construction and the temporary or permanent relocation of existing signs as noted on the Drawings or required to provide a completed facility in compliance with standing regulations and requirements.

### RELATED DOCUMENTS

- A. Federal Highway Administration "Manual on Uniform Traffic Control Devices", current edition.
- B. Federal Highway Administration "Standard Highway Signs Manual", current edition.
- C. Florida Department of Transportation "Standard Specifications for Roadway and Bridge Construction, current edition.
- D. Florida Department of Transportation "Roadway and Traffic Design Standards", current edition.

### SIGNS

- A. Colors: All sign faces shall be fabricated using colors for route markers, destination, parking and informational signage as specified in the "Standard Highway Signs Manual".
- B. Sizes: Sign sizes shall be the standard size panel as noted in the "Standard Highway Signs Manual", unless other sizes are noted on the Drawings. Highway guide signs shall be sized according to the requirements specified in the "Manual on Uniform Traffic Control Devices" for the classification of roadway or facility supported by the signage plan.
- C. Fabrication: Sign panels and supports shall be fabricated in accordance with the applicable standard indexes, including wind velocity standards for the project location.

## PAVEMENT MARKINGS

- A. Pavement markings shall be paint or thermoplastic as required by the jurisdictional authority in which the project is constructed.
  - 1. Paint: The paint used for pavement markings shall meet the requirements of Section 971-12 or 971-13 of the Florida Department of Transportation "Standard Specifications" for traffic paint, as applicable to the required work.
  - 2. Thermoplastic: Thermoplastic compounds shall meet the requirements of Section 711-2 of the Florida Department of Transportation "Standard Specifications", modified to include the use of non-leaded materials.
  - 3. Glass Spheres: Glass spheres shall meet the requirements of AASHTO M-249 when pre-mixed material is to be applied. Glass spheres used in surface application shall meet the requirements of AASHTO M-247, Type I, 80% rounds minimum.
- B. Reflective Pavement Markers shall be Class B markers unless otherwise specified on the Drawings and shall meet the requirements of Section 706 of the Florida Department of Transportation "Standard Specifications". A bituminous adhesive shall be used for all applications unless otherwise noted on the Drawings. The use of low-profile markers is prohibited.

## INSTALLATION OF SIGNS

- A. Site Installation: Signs required for installation on private or public sites are to be placed as indicated on the Drawings. Field adjustments will be allowed, when approved by the Owner or Owner's Representative in writing, to improve visibility, horizontal clearance or related factors that are site specific.
- B. Roadway Installation: Signs required to be installed along public rights-of-way shall be positioned to meet the criteria for horizontal and vertical offsets to the roadway; stopping sight distance and regulatory requirements as specified in the Federal Highway Administration "Manual on Uniform Traffic Control Devices" and Florida Department of Transportation "Standard Indexes" or as shown on the Drawings. In cases where visibility constraints, access or conflicts occur that require roadway signage to deviate from the standards, such adjustments shall be brought to the attention of the Owner or Owner's Representative, prior to installation.

## APPLICATION OF PAVEMENT MARKINGS

- A. The application of paint or thermoplastic material to pavements shall be in accordance with the requirements of Section 710-6 of the Florida Department of Transportation "Standard Specifications". Alignment corrections shall meet the criteria of Section 710-5 of the Florida Department of Transportation "Standard Specifications". Completed portions of the work shall be protected in accordance with Section 710-7 of the Florida Department of Transportation "Standard Specifications". Protective methods and devices shall meet the requirements of Section 710-7 of the Florida Department of Transportation "Standard Specifications".

## INSTALLATION OF REFLECTIVE PAVEMENT MARKERS

- A. Where shown on the Drawings or as required by the jurisdictional authority, reflective pavement markers shall be installed adjacent to and in support of required pavement markings.
- B. Reflective pavement markers of the specified, or required, type (colorless, amber, colorless-red, etc.) shall be positioned relative to the paint marking so that re-striping can be accomplished without coverage of the reflective pavement marker. Index No. 17352 of the Florida Department of Transportation "Standard Indexes" shall be used as applicable to position the reflective pavement markers installed under this specification.

## REMOVAL OF EXISTING MARKINGS

- A. Where indicated on the Drawings or required to eliminate conflicts with the proposed pavement markings, existing markings shall be removed and replaced per current standards.
- B. Existing markings shall be removed by water-blasting or other non-destructive means approved by the Owner or Owner's Representative. The method used shall be evaluated as to adequacy of removal and protection of the underlying pavement. Methods determined unacceptable shall be discontinued immediately and an alternate method of removal implemented that provided acceptable results.

## CONFLICTING SIGNAGE

- A. Existing signs in conflict with proposed signage as to separation, legend and physical conflict shall be identified by station, offset, direction of travel, legend or type and mounting characteristics. The assembled information shall be submitted to the Owner's Representative for resolution of conflicts. All conflicts are not indicated on the drawings. The Contractor is to visit the site and include all signage conflicts in bid. Additional money will not be given to the Contractor for relocating existing signage or pavement markings after bid.
- B. Existing signs in conflict as determined in Paragraph A above, shall be removed, relocated or modified as determined by the Owner's Representative.

## DISPOSITION OF EXISTING SIGNS

- A. Existing signs noted in the plans or determined by the Owner's Representative to be removed from the project, shall be carefully removed in a manner that no damage is made to the sign face or support.
- B. Removed signs shall be transported and stockpiled to a location noted on the plans or as determined by the Owner's Representative.

Existing signs noted on the plans to be relocated shall be carefully removed and reset in the proposed location in such manner that no damage is done to the sign face or support. Any sign damaged during the relocation work shall be replaced with new materials at no additional cost to the Owner.

## **PAYMENT**

- a. The work specified under this Section shall be paid for under the pay items for **Signing and Pavement Marking, type and unit price specified under the specific pay item.**

## **PAY QUANTITY**

- a. The pay quantity for work specified under this Section shall be per **square yard, or lineal foot of Signing and Pavement Marking, as specified under the specific pay item for pavement markings, thermoplastic** satisfactorily installed and accepted.

## **BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price **square yard, or lineal foot of Signing and Pavement Marking, as specified under the specific pay item for pavement markings, thermoplastic.**

## **PRE-CONSTRUCTION VIDEO**

The work specified under this Section consists of Furnish all the materials, tools, labor, supervision, to provide a pre-construction video as outlined in these specifications.

The Pre-Construction video shall include documentation of the existing conditions of all work areas, including and but limited to pavement, curbs, adjacent driveway aprons, features including structures, buildings within work area, and all above ground features within the project area. The video is to be easily followed to determine each location of video and the condition.

- a. The work specified under this Section shall be paid for under the pay items **Pre-Construction Video**.

## **PAY QUANTITY**

- a. Payment shall be made at the contract unit price per **lump sum** based on furnishing a DVD or electronic copy in a format usable by County staff of the pre-construction condition of the work areas.

## **BASIS OF PAYMENT**

- a. The work specified under this Section shall be paid for at the contract price per **lump sum**.

**END OF SECTION**

Draft Not For Construction



SECTION VI  
PROPOSAL  
AND  
CONTRACT FORMS

\*\*\*\*\*

**SOLICITATION #: 24-01**

**OFFICIAL PROPOSAL FORM COVER SHEET**

**FOR**

**SEVEN OAKS COMMUNITY DEVELOPMENT 2024 MILL AND RESURFACE, PASCO COUNTY, FLORIDA**

\*\*\*\*\*

Proposals to be submitted in FIVE (5) copies  
by **3:00 P.M., MONDAY, May 18, 2024** to:

RIZZETTA & COMPANY, INC.  
5844 OLD PASCO ROAD, SUITE 100  
WESLEY CHAPEL, FLORIDA 33544

PROPOSAL OPENING:

RIZZETTA & COMPANY, INC.  
5488 OLD PASCO ROAD, SUITE 100  
WESLEY CHAPEL, FLORIDA 33544

**MONDAY, May 18, 2024**  
At 3:00 P.M.

BOARD OF SUPERVISORS SEVEN  
OAKS COMMUNITY DEVELOPMENT  
DISTRICT

PROPOSER: \_\_\_\_\_  
COMPANY NAME

**SOLICITATION #: 07-01**

**SECTION VI**

**PROPOSAL FORM**

**(To be copied and submitted in FIVE (5) copies)**

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

The Board of Supervisors Seven Oaks Community Development District  
Pasco County, Florida

The undersigned, hereinafter called "Proposer", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Agreement form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond Requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the:

**SEVEN OAKS COMMUNITY DEVELOPMENT 2024 MILL AND RESURFACE PROJECT**

In full accordance with the drawings and specifications prepared in accordance with your Advertisement for Proposals, Instruction to Proposers, Agreement and all other documents related thereto on file in the Office of the Seven Oaks Community Development District and if awarded the Contract, to complete said work within the time limits specified for the following proposal price:

**TOTAL BASE PROPOSAL:**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

The Proposer hereby agrees that:

- a. There is enclosed a certified check, cashier's check or Proposal Bond in the amount of not less than the five percent (5%) of the Total Base Proposal Amount payable to the Seven Oaks Community Development District as a guarantee for the purpose set out in the Instructions to Proposers.
- b. The above proposal shall remain in full force and effect for a period of forty-five (45) calendar days after the date of the opening of this proposal and that the Proposer will not revoke or cancel this proposal within the said forty-five (45) calendar days.
- c. In the event the Contract is awarded to this Proposer, he will enter into a formal written agreement with the DISTRICT in accordance with the accepted proposal within ten (10) calendar days after said Contract is submitted to him and will furnish to the DISTRICT a Contract Performance and Performance Bond with good and sufficient sureties, satisfactory to the DISTRICT, in the amount of 100% of the accepted proposal. The Proposer further agrees that in the event of the Proposer's default or breach of any of the agreements of this proposal, the said proposal deposit shall be forfeited as liquidated damages.

Acknowledgment is hereby made of receipt of the following Addenda issued during the Proposal period:

Addendum No. \_\_\_\_ Dated: \_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_

If awarded this construction Contract, the Proposer agrees to complete the work covered by this Contract as follows:

Substantially complete in **(60)** consecutive calendar days from date of Official Notice to Proceed.

Final completion in **(30)** consecutive calendar days from the date established for Substantial Completion.

Should the CONTRACTOR fail to substantially complete work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such late date as may result from an extension of time granted by the DISTRICT), he shall pay the/or the DISTRICT may retain from the compensation otherwise to be paid to the CONTRACTOR, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day that the terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the DISTRICT will sustain per diem by failure of the CONTRACTOR to complete the work within the time stipulated; it being recognized by the DISTRICT and the CONTRACTOR the injury to the DISTRICT which could result from a failure of the CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the CONTRACTOR.

For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the DISTRICT will retain from the compensation otherwise to be paid to the CONTRACTOR the sum of **\$500.00**. This amount is the minimum measure of damages the DISTRICT will sustain by failure of the CONTRACTOR to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above.

The Proposer hereby agrees that the DISTRICT reserves the right to waive informalities in any proposal and to reject any or all proposals, or to accept any proposal that in its judgement will be for the best interest of the DISTRICT.

In witness whereof, the Proposer has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

\_\_\_\_\_(Seal)

By:

Title:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip

INSERT BID TABS

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**PROPOSAL BOND**

STATE OF FLORIDA }  
 DISTRICT OF PASCO } ss

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and  
 \_\_\_\_\_, as Surety, are held firmly bound unto Seven Oaks  
 Community Development District, Pasco County Florida, in the penal sum of \$ \_\_\_\_\_  
 \_\_\_\_\_  
 Dollars, (Total Sum Written in Words).

lawful money of the United States, for the payment of which sum well and truly to be made, we bound  
 ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION, if the Principal shall withdraw said Proposal prior to the date of opening the same,  
 or shall within thirty (30) days after the prescribed forms are presented to him for signature, enter into a written  
 Contract with Seven Oaks Community Development District, in accordance with the Proposal as accepted,  
 and give a Performance and Payment Bond with good and sufficient surety or sureties a may be required, for  
 the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons  
 furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract  
 and give such Bond within the time specified, if the Principal shall pay the DISTRICT the difference between the  
 amount specified in said Proposal and the amount for which the DISTRICT may procure the required work  
 and/or supplied, provided the latter amount to be in excess of the former, then the above obligations shall be  
 void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their  
 several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each  
 corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to  
 authority of its governing body.

**CONTRACTOR - PRINCIPAL**

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Name of Corporation, if applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Business Address

**SURETY**

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Name of Corporation, if applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Business Address



**AFFIDAVIT**

(To be filled in and executed if the Proposer is a Corporation)

STATE OF FLORIDA ]

DISTRICT OF PASCO ]

\_\_\_\_\_ being duly sworn, deposes and says that he is Secretary of  
\_\_\_\_\_, a Corporation organized and existing under and by  
virtues of the laws of the State of Florida, and having its principal office at:  
\_\_\_\_\_. Affiant further says that he is familiar with the records, minute books and bylaws  
of \_\_\_\_\_.

(Name of Corporation)

\_\_\_\_\_ of the Corporation, is duly authorized to sign . (Title)  
the Proposal for \_\_\_\_\_ for said Corporation by virtues of:

\_\_\_\_\_  
(State whether a provision of bylaws or a Resolution of the Board of  
Directors. If by Resolution, give date of adoption).  
\_\_\_\_\_

\_\_\_\_\_  
Affiant

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA ]

DISTRICT OF PASCO ]

\_\_\_\_\_ being, first duly sworn, deposes and says that he is  
\_\_\_\_\_ of \_\_\_\_\_,

the party making the foregoing Proposal; that such Proposal is genuine and not collusive of same; that said Proposer is not financially interested in or otherwise affiliated in a business way with any other Proposer on the same contract; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposers or person, to put in a sham proposal or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication conference, with any person, to fix the proposal price or affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer, or to secure any advantage against the Seven Oaks Community Development District, Pasco County, Florida, or any person or persons interested in the proposed Contract; and that all statements contained in said proposal are true; and further, that such Proposer has not directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

### **PROPOSAL**

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the president or Vice-President, he must, by affidavit, show his authority to bind the Corporation.

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

Business Address of Proposer \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Dated at: \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

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**SEVEN OAKS COMMUNITY DEVELOPMENT  
DISTRICT MAINTENANCE OF TRAFFIC PLAN  
FOR CONSTRUCTION SITES**

**PROJECT NAME: SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT NEIGHBORHOOD 1 AND  
NEIGHBORHOOD 2 IMPROVMENTS**

**DISTRICT PROJECT NO.: (#07-01)**

"I hereby certify that the Maintenance of Traffic Plan, as described in the attached construction plans or referenced by Florida Department of Transportation Standard Indexes, has been installed and will be maintained for this construction project. The Maintenance of Traffic Plan reflects requirements applicable to protecting motorists and workers around the construction area. The Maintenance of Traffic Plan shall be utilized, as applicable, by all contractors on the project. The Maintenance of Traffic Plan provides compliance with approved Pasco County and State of Florida Maintenance of Traffic Standards. This form shall be completed by the Contractor(s) and approved by Pasco County and the DISTRICT prior to initiating construction."

**CONTRACTOR INFORMATION**

**Signature**

**Date**

**Name and Title**

**Street or P. O. Box**

**City**

**State**

**Zip Code**

**Telephone Number:**

**Area Code**

**Number**

**Emergency Number**

**Traffic Sub-Contractor Area Code**

**Number**

**Emergency Number**

**Pasco DISTRICT Approved By:**

**Date**

**STORM WATER POLLUTION PREVENTION PLAN  
FOR STORM WATER DISCHARGES  
FROM CONSTRUCTION SITES**

**PROJECT NAME: SEVEN OAKS COMMUNITY DEVELOPMENT NEIGHBORHOOD 1 AND  
NEIGHBORHOOD 2 IMPROVMENTS**

**DISTRICT PROJECT NO.: (#07-01)**

"I hereby certify that the Storm Water Pollution Prevention Plan has been received by the undersigned for the construction site described in the Construction Plans. The Storm Water Pollution Prevention Plan reflects requirements applicable to protecting surface water resources in sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State or local officials. The Plan provides compliance with approved issued permits, erosion and sediment control plans and storm water management plans. I certify, under penalty of law, that the Storm Water Pollution Prevention Plan will be installed and maintained, until all construction activities are complete."

**Company Name**

**Signature**

**Date**

**Name and Title**

**Street or P. O. Box**

**City**

**State**

**Zip Code**

**Telephone:**

**Area Code**

**Number**

**EMERGENCY TELEPHONE NUMBERS**

**PROJECT NAME:** Seven Oaks Community Development District NEIGHBORHOOD 1 AND NEIGHBORHOOD 2 IMPROVMENTS  
**DISTRICT PROJECT NO.:** (#07-01)

The following are the business and home telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

	<u>BUSINESS #:</u>	<u>RESIDENCE #:</u>
CONTRACTOR'S PROJECT MANAGER	(   )	(   )
CONTRACTORS REPRESENTATIVE	(   )	(   )
DISTRICT/PROJECT MANAGER	(   )	(   )
DISTRICT/PROJECT REPRESENTATIVE	(   )	(   )

SECTION VII  
AGREEMENT FORMS

Contract No. \_\_\_\_\_  
Contract Date: \_\_\_\_\_

SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT  
PASCO COUNTY, FLORIDA  
CONSTRUCTION AGREEMENT

---

AGREEMENT

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

BETWEEN the Owner: Seven Oaks Community Development District, Pasco County, Florida

and the Contractor:

Check Appropriate Line

\_\_\_\_ Individual  
\_\_\_\_ Partnership  
\_\_\_\_ Incorporated in the  
State of \_\_\_\_\_

\_\_\_\_\_  
(Name and Address)

CONTRACT FOR: The Contractor shall perform all the Work required by the Contract documents for the **Seven Oaks Community Development District NEIGHBORHOOD 1 AND NEIGHBORHOOD 2 IMPROVEMENTS** project, in full accordance with the project drawings and as elaborated in the specifications.

LOCATION: Pasco County, Florida lying within Sections 19 and 30, Township 26 South, Range 17 East and more precisely being on the east side of Starkey Boulevard and north of SR-54.



## SECTION VII

### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That we \_\_\_\_\_ (Contractor-Principal), a \_\_\_\_\_ (Corporation-Partnership-Sole Proprietor, etc.), hereinafter called "Principal" and \_\_\_\_\_ (Surety) of \_\_\_\_\_, State of Florida, hereinafter called the "Surety," are held and firmly bound unto the \_\_\_\_\_, hereinafter called "District" in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the District, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is attached hereto and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the District, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the District from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the District all outlay and expense which the District may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the District and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this instrument under seal in \_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_, 20\_\_.

ATTEST:

(PRINCIPAL)

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

ATTEST:

(SURETY)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

(Attorney-in-fact)

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

*Note: Date of Bond must not be prior to date of Contract.*

**END OF SECTION**

SECTION VIII  
PROJECT PLANS AND DRAWINGS  
(SEPARATE ATTACHMENT)  
11 X 17 Sheet Drawings

# SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT

## PAVEMENT REHABILITATION PROJECT

### AMBERSIDE AND COVENTRY COMMUNITIES

PLANS PREPARED FOR:

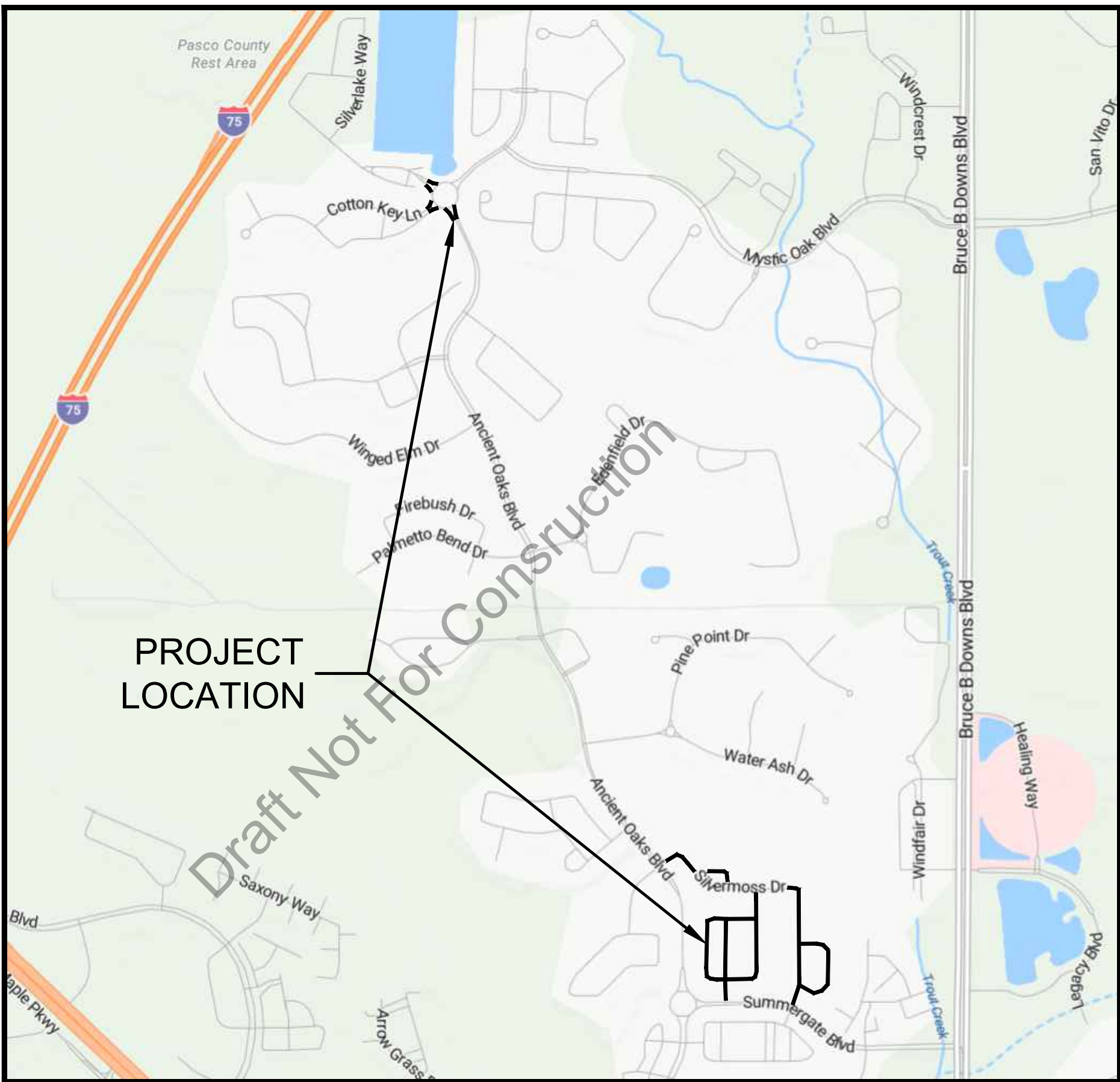


5844 OLD PASCO ROAD, SUITE 100  
WESLEY CHAPEL, FLORIDA 33544

PLANS PREPARED BY:



Stantec Consulting Services Inc.  
380 Park Place Blvd. Suite 300  
Clearwater, Florida  
33759  
Tel. 727.531.3505  
www.stantec.com  
Certificate of Authorization #27013



PROJECT  
LOCATION

#### PROJECT LOCATION

SECTION 24,25, TOWNSHIP 26 S, RANGE 19 E  
WESLEY CHAPEL, PASCO COUNTY, FLORIDA

#### LOCAL UTILITY PROVIDERS

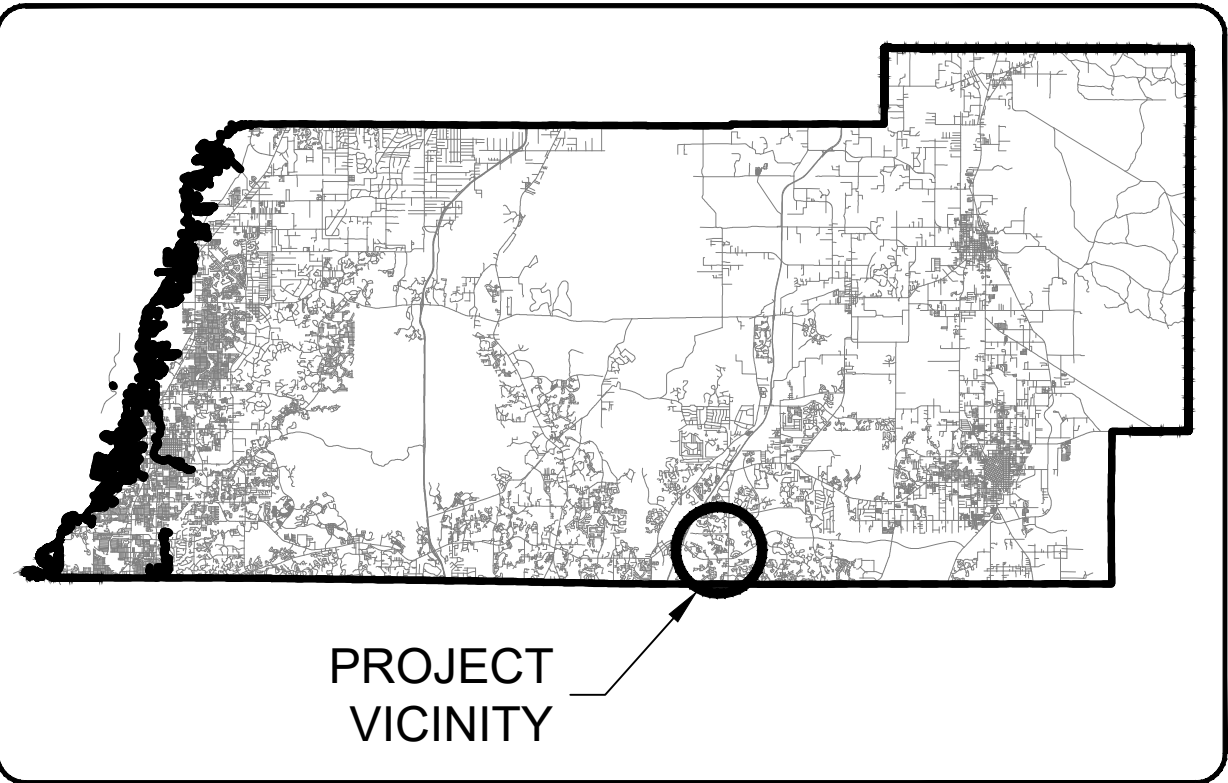
COMPANY  
FRONTIER COMMUNICATIONS  
PASCO COUNTY UTILITIES  
TECO PEOPLES GAS - TAMPA  
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE

UTILITY SERVICE  
CATV, COMMUNICATION LINES  
WATER, SEWER, RECLAIMED WATER  
GAS  
ELECTRIC

CONTACT  
USIC DISPATCH  
RACHAEL BROWN  
ROGER ROSELLO  
GEO POINT SURVEYING INC.

PHONE NUMBER  
(800) 778-9140  
(813) 601-1009  
(813) 422-2805  
(813) 601-1009

PLANS FOR PRELIMINARY USE ONLY  
PLANS RELEASED FOR CONSTRUCTION



PROJECT  
VICINITY

PASCO COUNTY FLORIDA

#### INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	TYPICAL SECTIONS
4-5	PROJECT LAYOUT
6	GENERAL NOTES
7-10	ROADWAY PLANS
11-14	PAVEMENT MARKING PLANS

PROJECT SURVEYOR	PROJECT MANAGER GREG WOODCOCK	PROJECT DESIGNER FRANK NOLTE
CHECKED BY	DATE	
Copyright Reserved The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.		ENGINEER OF RECORD VASILI G. KOSTAKIS, PE LICENSE NO: 86613

DECEMBER 2023

Project Number: 215612049

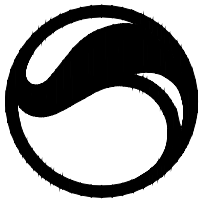
SHEET  
NO.

1



SUMMARY OF PAY ITEMS			
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	QTY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0104 18	INLET PROTECTION SYSTEM	EA	33
0120 4	SUBSOIL EXCAVATION	CY	34
0160 4	TYPE B STABILIZATION, 12"	SY	900
0285-7	CRUSHED CONCRETE BASE 8"	SY	900
0327 70 5	MILLING EXISTING ASPH PAVT, 2" DEPTH	SY	16273
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	1932
0425 5	MANHOLE, ADJUST	EA	33
0425 6	VALVE BOXES, ADJUST	EA	2
0527 2	DETECTABLE WARNINGS	SF	96
0706 1 1	RAISED PAVEMENT MARKERS (BLUE)	EA	5
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	43
0711 11111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	121
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR STOP LINE AND CROSSWALK	LF	304
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	342
0711 11211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	705
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	89
N/A	REMOVAL OF EXISTING PAVERS, CONCRETE APRON	SY	900

SUMMARY OF PAY ITEMS BID ALTERNATE A			
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	QTY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0104 18	INLET PROTECTION SYSTEM	EA	33
0120 4	SUBSOIL EXCAVATION	CY	34
0160 4	TYPE B STABILIZATION, 12"	SY	900
0285-7	CRUSHED CONCRETE BASE 8"	SY	900
0327 70 5	MILLING EXISTING ASPH PAVT, 2" DEPTH	SY	16273
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	1831
0425 5	MANHOLE, ADJUST	EA	33
0425 6	VALVE BOXES, ADJUST	EA	2
0527 2	DETECTABLE WARNINGS	SF	96
0706 1 1	RAISED PAVEMENT MARKERS (BLUE)	EA	5
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	43
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	131
0711 11211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	571
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	89
N/A	REMOVAL OF EXISTING PAVERS, CONCRETE APRON	SY	900
0526 1 1	ROUNDBOUT PAVERS, CONCRETE APRON, ANCIENT OAKS BLVD.	SY	287
0526 1 1	ROUNDBOUT PAVERS, CONCRETE APRON, COTTON KEY LANE / STILLBROOK DRIVE	SY	302
0526 1 1	ROUNDBOUT PAVERS, CONCRETE APRON, JUNIPER BAY DRIVE	SY	313



**Stantec**  
 Stantec Consulting Services Inc.  
 380 PARK PLACE BLVD. SUITE 300  
 CLEARWATER FL 33759    Tel. 727.431.3500  
[www.stantec.com](http://www.stantec.com)

Certificate of Authorization #27013  
 FL Lic. # 1C-C000170

Stantec is not responsible for all dimensions. DO NOT scale drawings. Dimensions that are reported to Stantec without delay, and without a signed Stantec Reproduction Certificate, are not guaranteed. Stantec Reproduction Certificate is required for all drawings. Stantec Reproduction Certificate is required for all drawings. Stantec Reproduction Certificate is required for all drawings.

[illegible]

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.

The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for purposes other than that authorized by Stantec is forbidden.

# SEVEN OAKS CDD

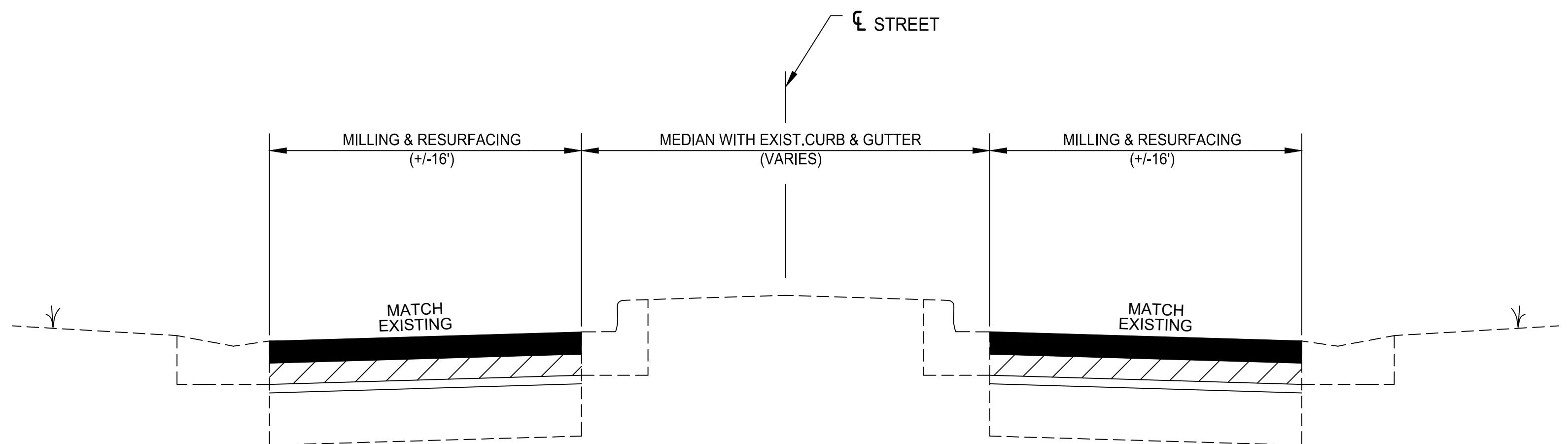
PAVEMENT REHABILITATION PROJECT  
AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

## SUMMARY OF PAY ITEMS

Permit-Seal

Project Number: 215612049			
File Name: GENERAL NOTES.DWG			
RFN	GJW	RFN	12.31.23
Dwn.	Chkd.	Dsgn.	YY.MM.DD

Sheet



TYPICAL SECTION NO. 2

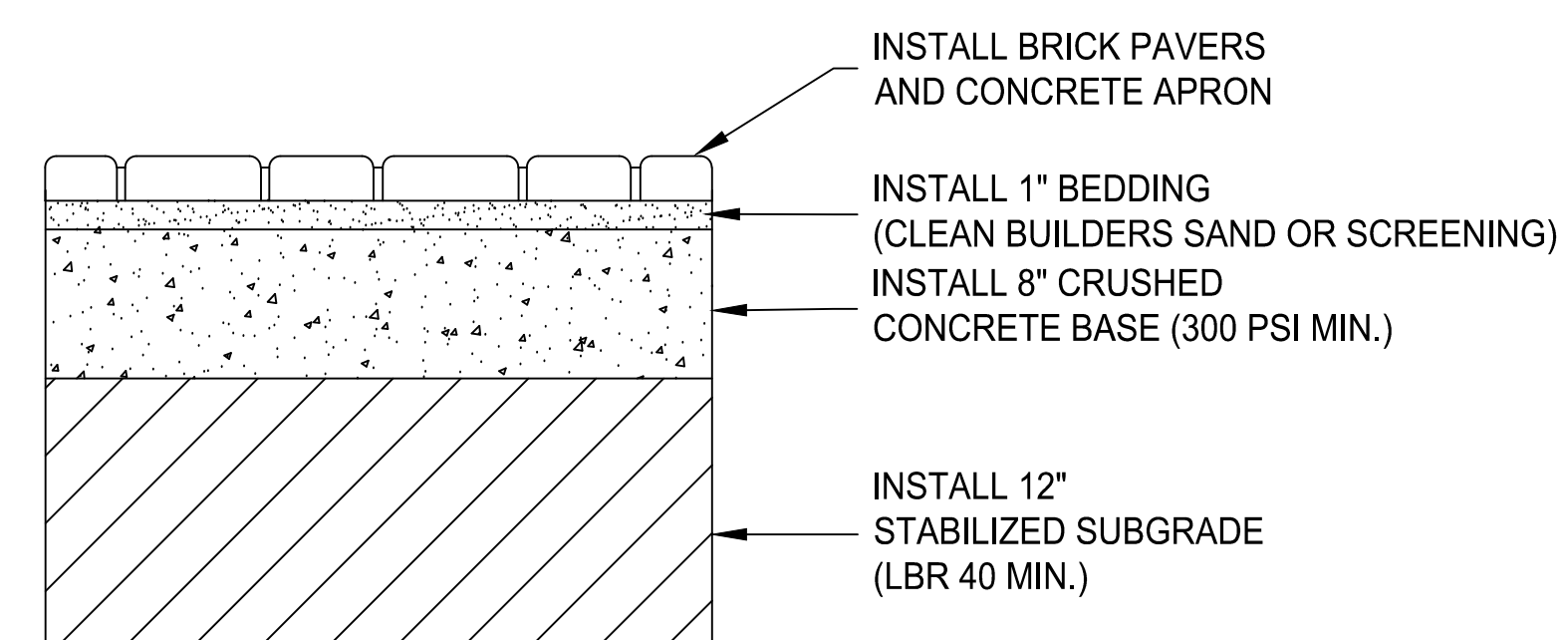
AMBERSIDE WAY AND SILVERMOSS DRIVE  
(ENTRANCE ROADS)

## MILLING

MILL EXISTING ASPHALT PAVEMENT (2" DEPTH)

## RESURFACING

TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (2" DEPTH)



PROPOSED BRICK PAVER RECONSTRUCTION  
(BID ALTERNATE A)

TYPICAL SECTION NO. 3A

PAVER REMOVAL / ASPHALT REPLACEMENT

1. LIMEROCK OR OTHER EXISTING BASE MATERIAL MAY BE ENCOUNTERED DURING MILLING OPERATIONS.
2. IT IS PREFERRABLE TO MILL OUT PAVEMENT CRACKS TO AVOID REFLECTIVE CRACKING IN OVERLAYS. IF NOT PRACTICAL TO MILL OUT MOST OF THE CRACKED PAVEMENT, A 1-INCH CRACK RELIEF LAYER AND/OR ADDITIONAL OVERLAY THICKNESS SHOULD BE CONSIDERED. AN ARMI LAYER MAY ALSO BE USED TO DELAY REFLECTIVE CRACKING.
3. STATIC COMPACTION ONLY.
4. A MINIMUM STRUCTURAL NUMBER OF 2.46 IS REQUIRED.



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Revision	By	Appd.	YTMMD
Issued	By	Appd.	YTMMD

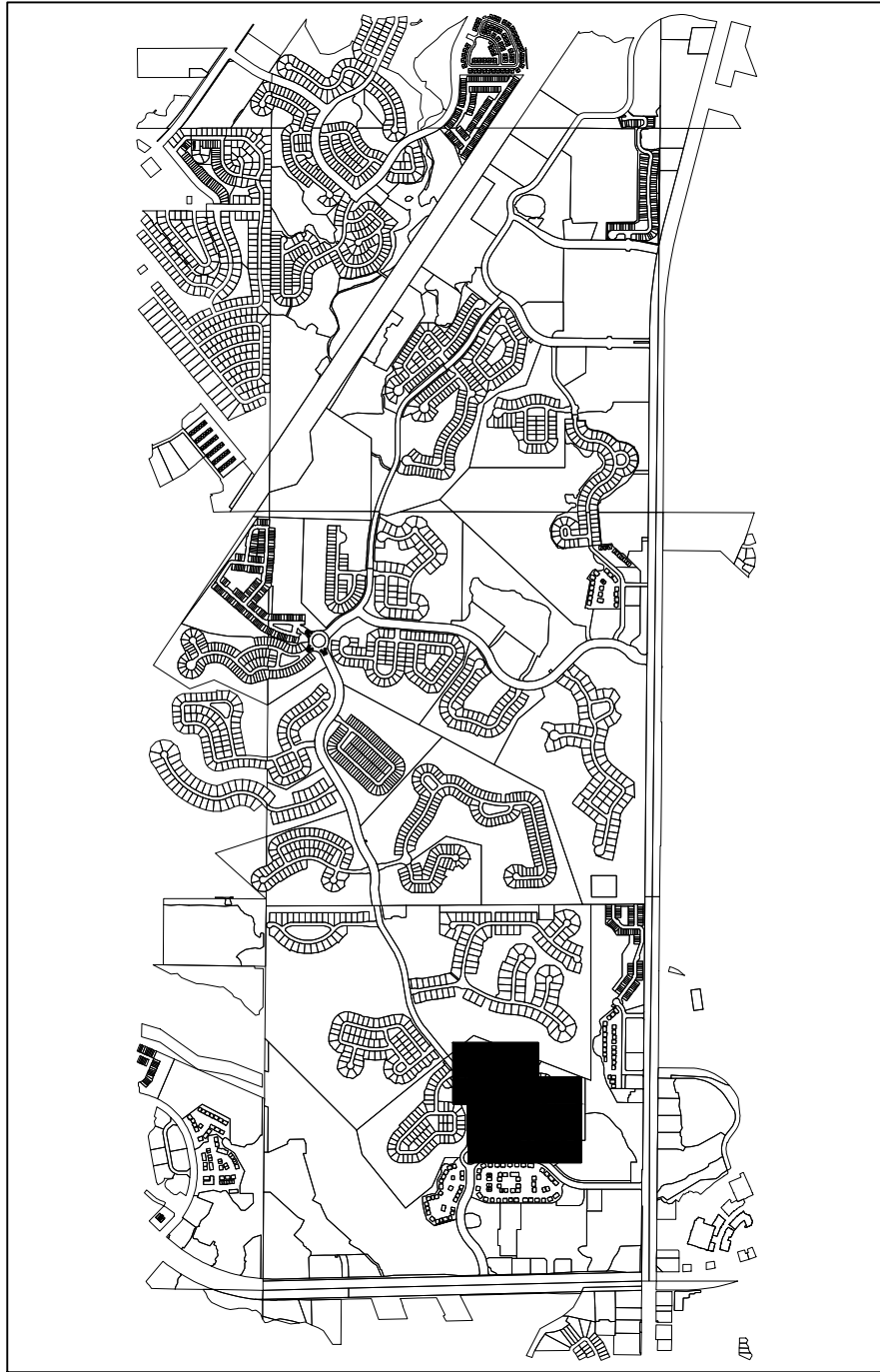
PAVEMENT REHABILITATION PROJECT  
CAMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

Permit-Seal

Project Number: 215612049  
 File Name: GENERAL NOTES.DWG

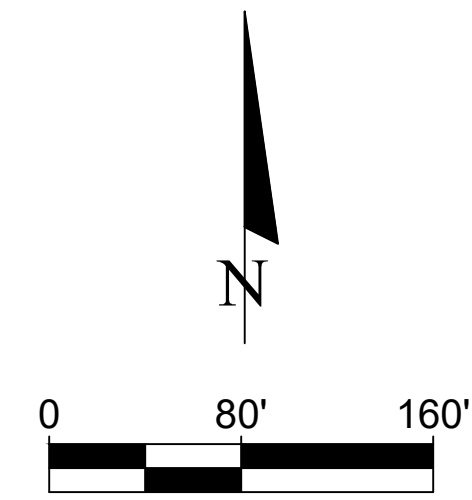
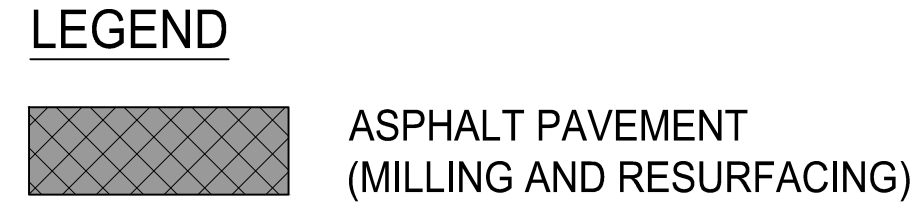
3 of 14





## ROADWAY PLAN (2)

## ROADWAY PLAN (1)



## ROADWAY PLAN (3)

[illegible]

SEVEN OAKS CDD

PAVEMENT REHABILITATION PROJECT  
AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

PROJECT LAYOUT (1)

Permit-Seal

Project Number:		215612049	
File Name:		ROADWAY PLANS.DWG	
RFN	GJW	RFN	23.12.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

Sheet



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380 PARK PLACE BLVD, SUITE 300  
CLEARWATER, FL 33759 Tel. 727.431.3505

CLEARWATER, FL 33759 Tel. 727.431.3505  
www.stantec.com

www.siamtec.com  
Certificate of Authorization #27013  
EUI ID: #100000170

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1. ALL WORK PERFORMED WITHIN THE PROJECT LIMITS SHALL CONFORM TO THE MOST CURRENT EDITION OF THE FOLLOWING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND PASCO COUNTY PUBLICATIONS.
  - PASCO COUNTY ENGINEERING SERVICES DEPARTMENT TESTING SPECIFICATIONS FOR CONSTRUCTION OF ROADS, STORM DRAINAGE, AND UTILITIES
  - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
  - FDOT STANDARD PLANS FOR ROAD CONSTRUCTION
  - FDOT DESIGN MANUAL
  - FDOT FLEXIBLE PAVEMENT DESIGN MANUAL (FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION)
2. COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN NECESSARY WORK PERMITS THAT ARE REQUIRED PRIOR TO CONSTRUCTION.
3. VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THE WORK.
4. EXISTING DRAINAGE STRUCTURES ARE TO REMAIN UNLESS OTHERWISE NOTED. ALL EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED.
5. ALL BROKEN OR CRACKED DRIVEWAYS AND SIDEWALKS DAMAGED DURING CONSTRUCTION WITHIN THE PROJECT LIMITS SHALL BE REMOVED AND REPLACED IN KIND.
6. EXISTING SIDEWALK IS TO REMAIN UNLESS OTHERWISE NOTED.
7. ANY PRIVATE OR PUBLIC PROPERTY OR EXISTING FACILITIES AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS AT NO ADDITIONAL COST.
8. ALL DISTURBED AREA WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED.
9. ERECT EROSION CONTROL DEVICES PRIOR TO LAND ALTERATIONS, MAINTAIN THEM DURING CONSTRUCTION, AND REMOVE THEM FOLLOWING SOIL STABILIZATION AND FINAL DRESSING. INSTALL AND MAINTAIN EROSION CONTROL DEVICES AS REQUIRED BY ACTUAL SITE CONDITIONS TO REFLECT PROJECT PHASING REQUIREMENTS.
10. EROSION AND SEDIMENTATION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING THE PREPARATION AND FILING OF ANY REQUIRED STORMWATER POLLUTION PREVENTION PLANS, PERMITS, NPDES NOTICE OF INTENT, PERMIT FEES, ETC. ALL COSTS ASSOCIATED WITH EROSION AND SEDIMENT CONTROL AND ASSOCIATED PERMITTING (IF REQUIRED) SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
11. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE REQUIREMENTS REGARDING ENDANGERED AND THREATENED SPECIES AND STATE LISTED SPECIES OF SPECIAL CONCERN THAT COULD INHABIT OR MIGRATE THROUGH THE CONSTRUCTION AREA.
12. THE CONTRACTOR SHALL CONTACT SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT AND THE PROPERTY OWNER 96 HOURS PRIOR TO ANY CLEARING AND GRUBBING.
13. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY HAULING OR EXCAVATION EQUIPMENT MUST BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
14. ANY U.S.C. & C.S. MONUMENT WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, PROJECT ENGINEER SHOULD NOTIFY:
  - DIRECTOR, NATIONAL GEODETIC SURVEY
  - 1315 EAST - WEST HIGHWAY
  - SILVER SPRING, MARYLAND, 20910-3282
  - PHONE: (301) 713-3242
15. PAVEMENT MARKINGS AND SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITIONS.
16. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
17. EXISTING SIGNS AND PAVEMENT MARKINGS WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. ALL EXISTING TRAFFIC SIGNS MUST BE MAINTAINED DURING CONSTRUCTION.
18. STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED BY DIRECTION OF THE SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT OR THE ENGINEER OF RECORD.

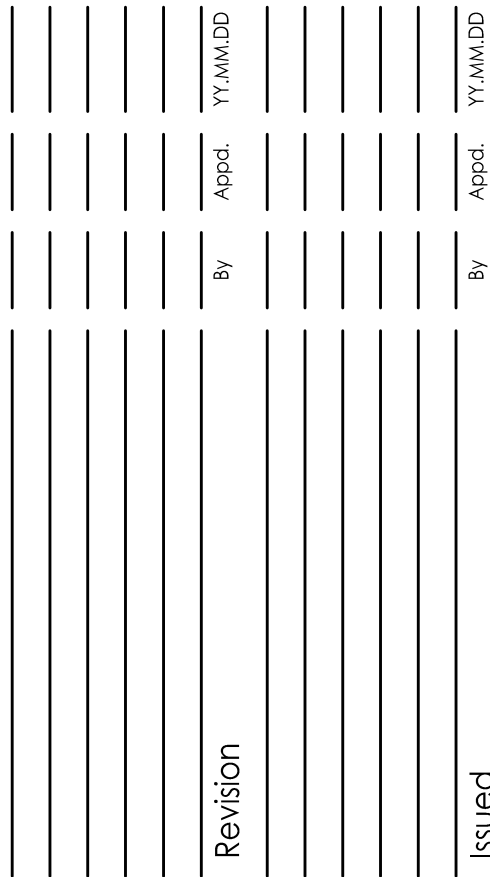
1. EXISTING UTILITIES ARE TO REMAIN, UNLESS OTHERWISE NOTED.

2. PROVIDE TWO WORKING DAYS NOTICE TO UTILITY AGENCY/OWNER IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT"

UTILITY/AGENCY OWNERS ARE:

<u>COMPANY</u>	<u>CONTACT</u>	<u>PHONE NUMBER</u>
FRONTIER COMMUNICATIONS	USIC DISPATCH	(800) 778-9140
PASCO COUNTY UTILITIES	RACHAEL BROWN	(813) 601-1009
TECO PEOPLES GAS - TAMPA	ROGER ROSELLO	(813) 422-2805
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE	GEO POINT SURVEYING INC.	(813) 601-1009

1. MAINTENANCE MUST BE IN ACCORDANCE WITH FDOT STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION. USE THE FOLLOWING INFORMATION IN DEVELOPING A MAINTENANCE OF TRAFFIC PLAN:
  - MAINTAIN THE EXISTING SPEED LIMIT (THROUGHOUT PROJECT LIMITS)
  - MAINTAIN THE EXISTING NUMBER OF LANES AND 2-WAY TRAFFIC AT ALL TIMES.
  - PROVIDE TEMPORARY TRAFFIC CONTROL FOR BICYCLISTS AND PEDESTRIANS WHEN EXISTING BICYCLE AND PEDESTRIAN FACILITIES ARE IMPACTED.
2. THE SUPERVISOR OR FOREMEN CONTROLLING THE WORK FOR THE CONTRACTOR ON THE PROJECT SHALL HAVE A WORK ZONE TRAFFIC CONTROL SAFETY CERTIFICATION OR TRAFFIC SUPERVISOR CERTIFICATION FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION. THE CERTIFIED SUPERVISOR SHALL SIGN AND SEAL ANY MOT PLANS DEVELOPED BY THE CONTRACTOR AND BE ON THE PROJECT SITE AT ALL TIMES WHILE WORK IS BEING CONDUCTED.
3. THE CONTRACTOR SHALL PROVIDE A PEDESTRIAN DETOUR FOR CLOSURE OF EXISTING SIDEWALK. A 4 FT. WIDE TEMPORARY PEDESTRIAN WAY SHALL BE PROVIDED, AS NECESSARY, AROUND THE WORK ZONE AND DELINEATED WITH PEDESTRIAN LONGITUDINAL CHANNELING DEVICES IN ACCORDANCE WITH FDOT INDEX 102-075.
4. THE EXACT LOCATION OF ALL TEMPORARY SIGNS AND BARRICADES MUST BE DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER TO ENSURE MINIMUM SIGHT DISTANCES ARE MET.
5. MAINTAIN EXISTING WARNING, GUIDE, AND REGULATORY SIGNS AT ALL TIMES.
6. ALL LANES MUST BE RE-OPENED WITHIN 12 HOURS FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER EMERGENCY EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.



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Sheet



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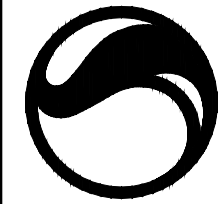
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## ROADWAY PLAN (2)

RFN	GJW	RFN	23.12.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

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AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

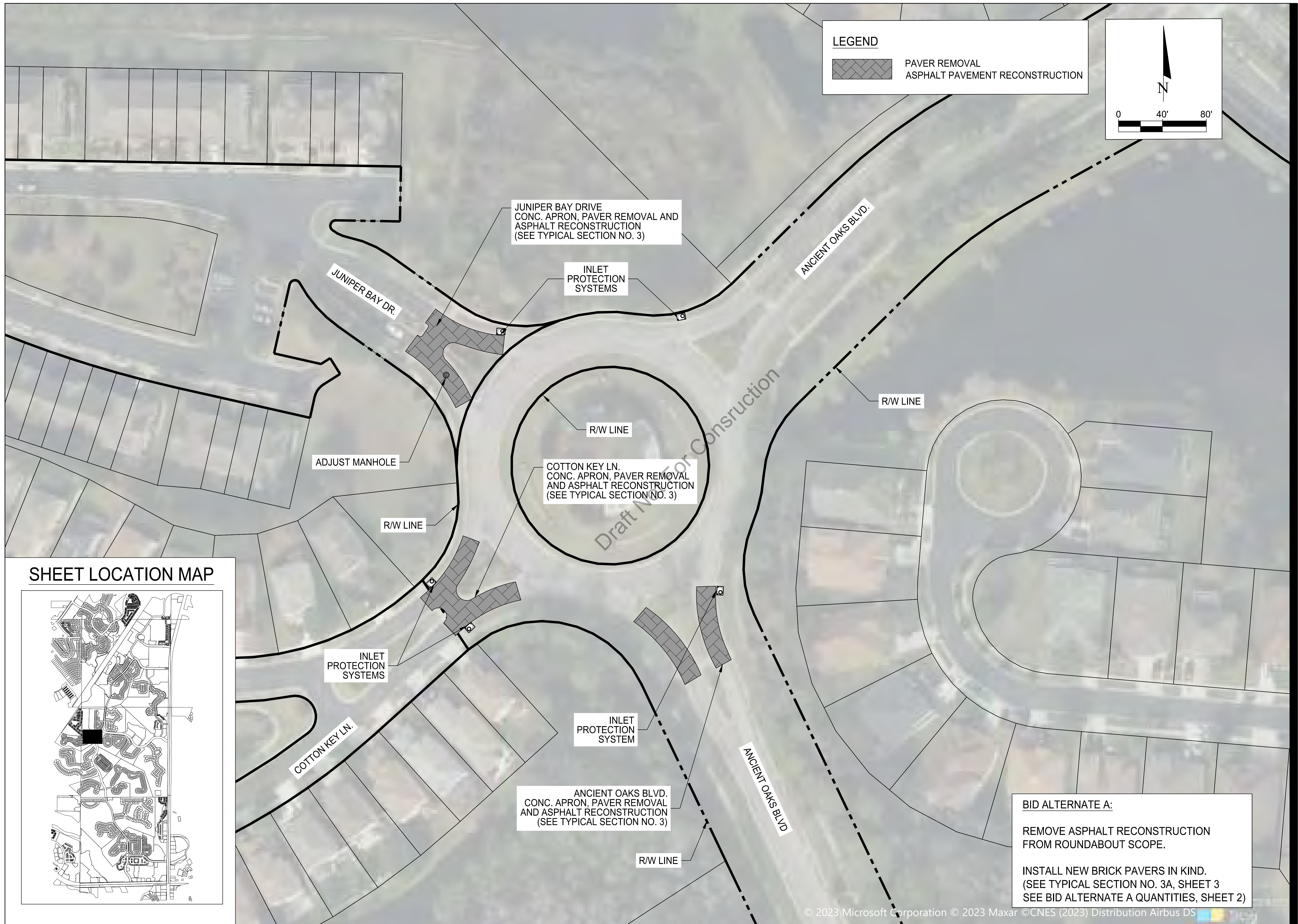
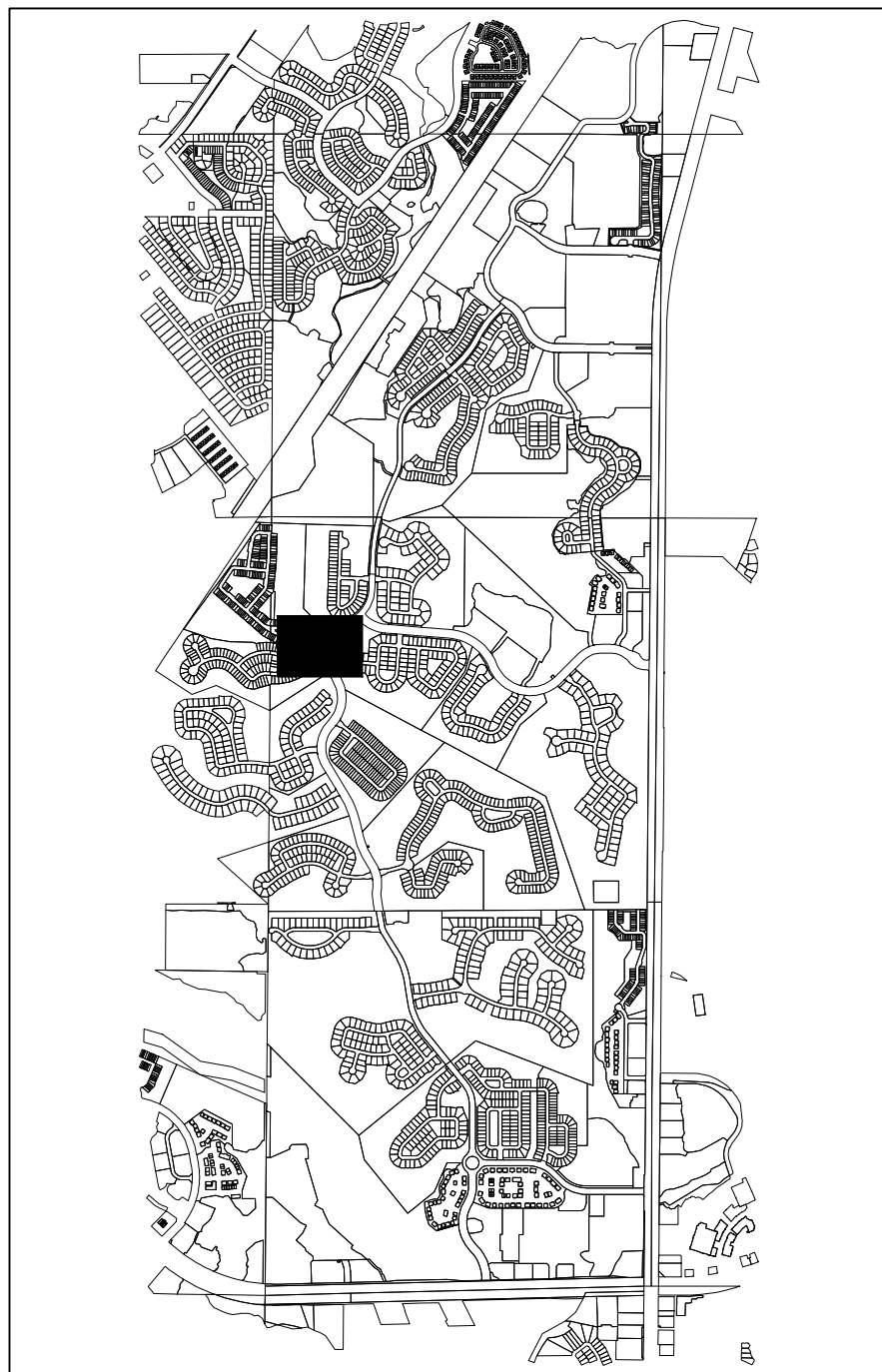
ROADWAY PLAN (3)

Permit-Sea

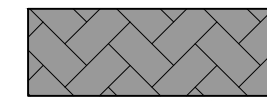
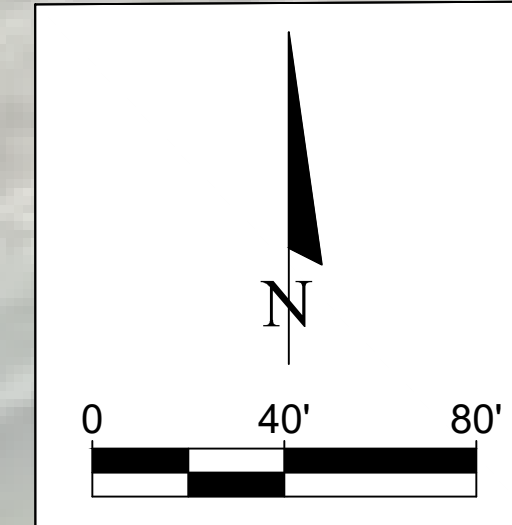
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File Name:		ROADWAY PLANS.DWG	
RFN	GJW	RFN	23.12.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

Sheet:





### LEGEND

PAVER REMOVAL  
ASPHALT PAVEMENT RECONSTRUCTION

BID ALTERNATE A:

REMOVE ASPHALT RECONSTRUCTION  
FROM ROUNDABOUT SCOPE.

INSTALL NEW BRICK PAVERS IN KIND.  
(SEE TYPICAL SECTION NO. 3A, SHEET 3  
SEE BID ALTERNATE A QUANTITIES, SHEET 2)

[illegible]

SEVEN OAKS CDD

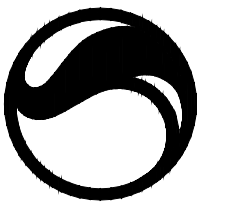
PAVEMENT REHABILITATION PROJECT  
AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

## ROADWAY PLAN (4)

Permit-Seal

Project Number:		215612049	
File Name:		ROADWAY PLANS.DWG	
RFN	GJW	RFN	23.12.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

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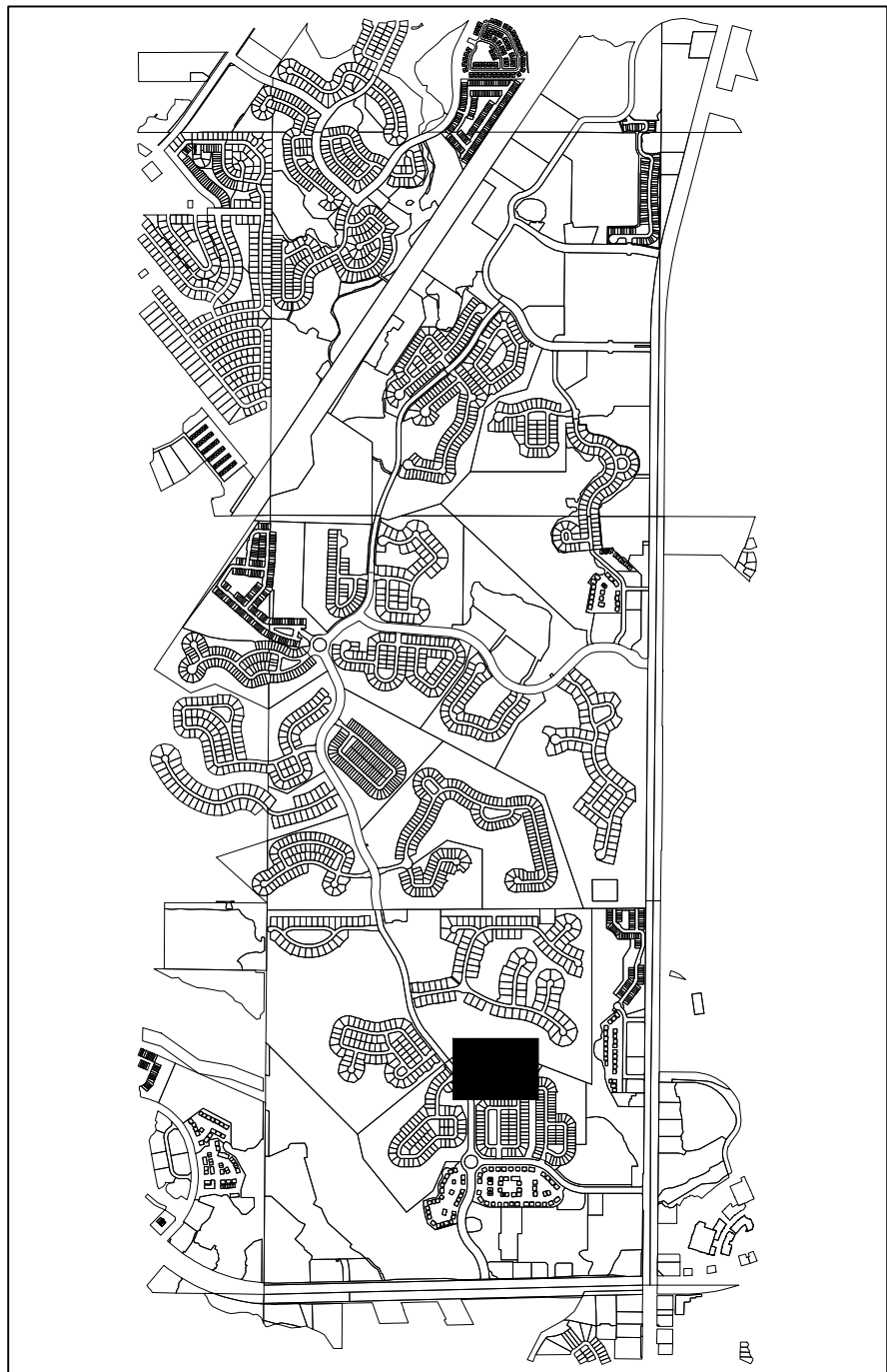
CLEARWATER, FL 33759 Tel. 727.431.3505

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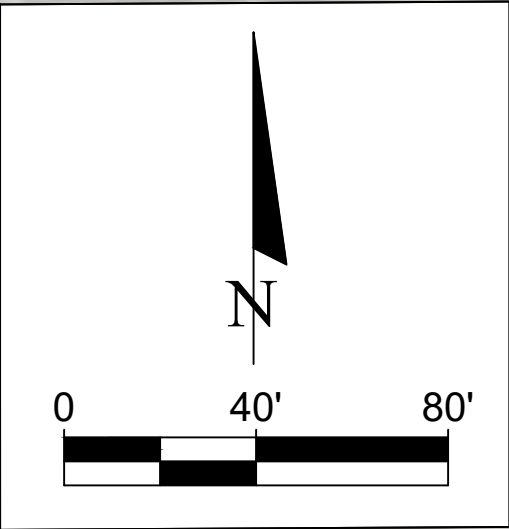
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# SHEET LOCATION MAP



MATCH LINE - SEE PAVEMENT MARKING PLAN (2)

SEVEN OAKS CDD

PAVEMENT REHABILITATION PROJECT  
AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

## PAVEMENT MARKING PLAN (1)

Permit-Seal

Project Number:		215612049	
File Name:		ROADWAY PLANS.DWG	
RFN	GJW	RFN	23.12.31
Dwn.	Chkd.	Dsgn.	YY.MM.DD

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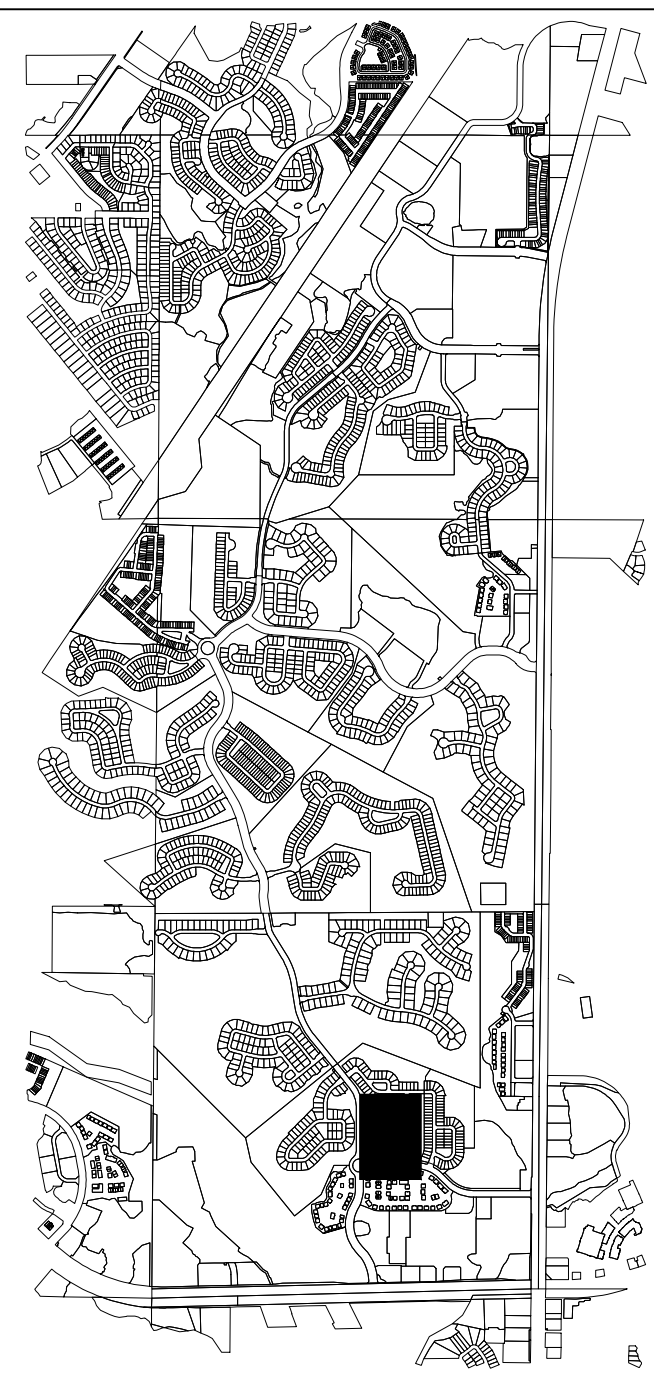
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ANCIENT OAKS BLVD

ANCIENT OAKS BLVD

ROSEHAVEN DRIVE

AMBERSIDE WAY

ROSEHAVEN DRIVE

REPLACE BLUE RPM

REPLACE BLUE RPM

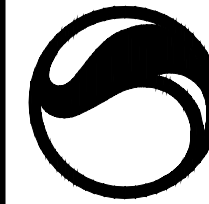
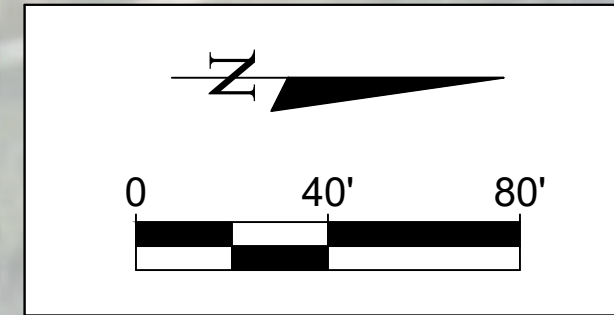
10 LF 24" WHITE  
THERMOPLASTIC  
STOP BAR

10 LF 24" WHITE  
THERMOPLASTIC  
STOP BAR

10 LF 24" WHITE  
THERMOPLASTIC  
STOP BAR

MATCH LINE - SEE PAVEMENT MARKING PLAN (1)

SILVERMOSS DRIVE



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PAVEMENT REHABILITATION PROJECT  
AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY FLORIDA

PAVEMENT MARKING PLAN (2)

Permit-Seal

Project Number: 215612049	
File Name: ROADWAY PLANS.DWG	
RFN	GJW
Dwn.	Chkd.
RFN	23.12.31
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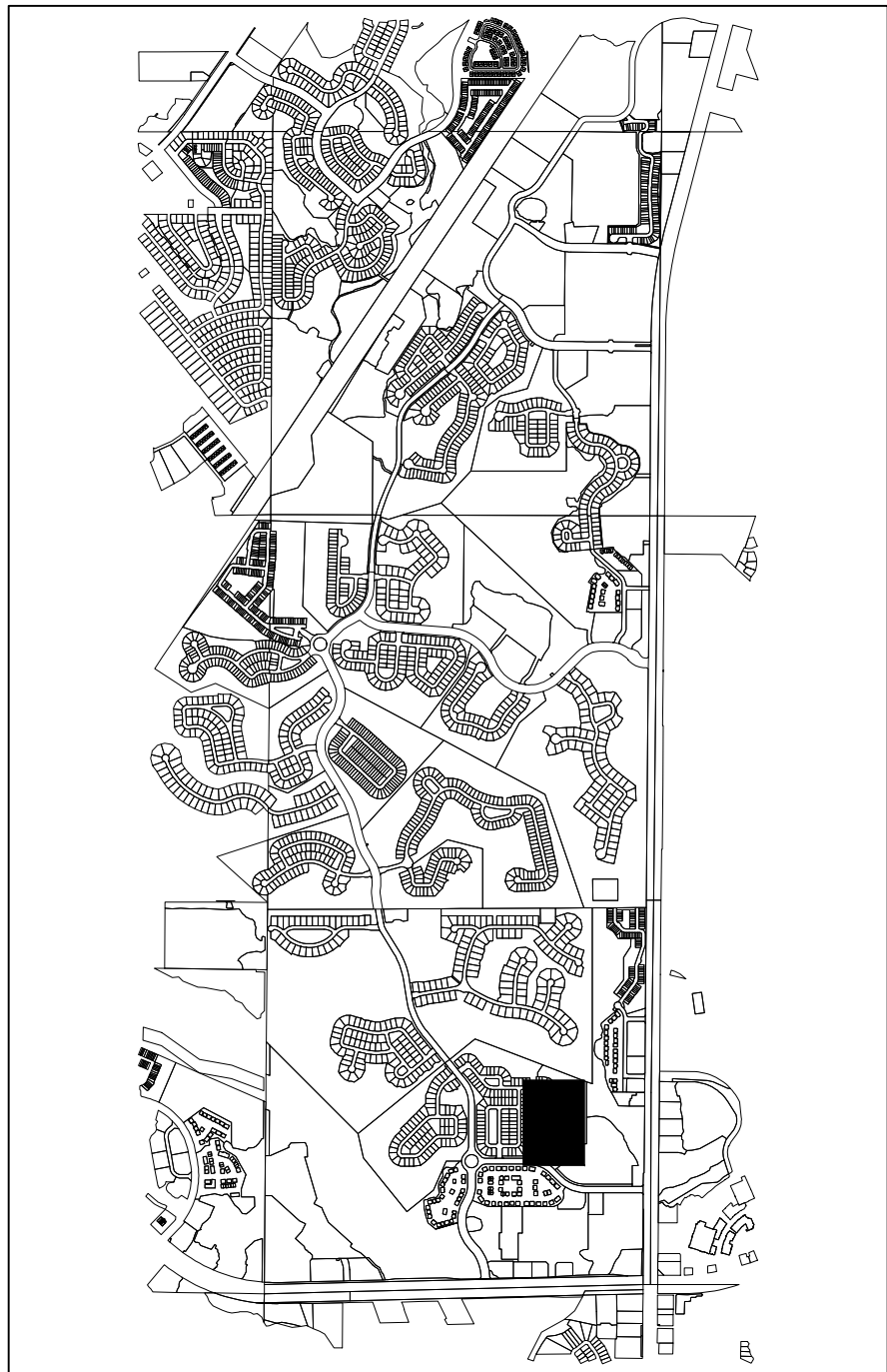
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\\US0702-PPF501\shares\projects\215612049\Seven Oaks\Projects\Mill And Resurface\2023\12\04\12 PM\By: Nellie, Frank

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SHEET LOCATION MAP



SUMMERSGATE BOULEVARD

46 LF 6" DOUBLE YELLOW THERMOPLASTIC STRIPE

16 LF 18" YELLOW THERMOPLASTIC STRIPE

20 LF 24" WHITE THERMOPLASTIC STOP BAR

10 LF 18" YELLOW THERMOPLASTIC STRIPE

34 LF 6" DOUBLE YELLOW THERMOPLASTIC STRIPE

30 LF YELLOW FDOT SAFETY PAINT CURB STRIPE

10 LF 24" WHITE THERMOPLASTIC STOP BAR

SILVERMOSS DR

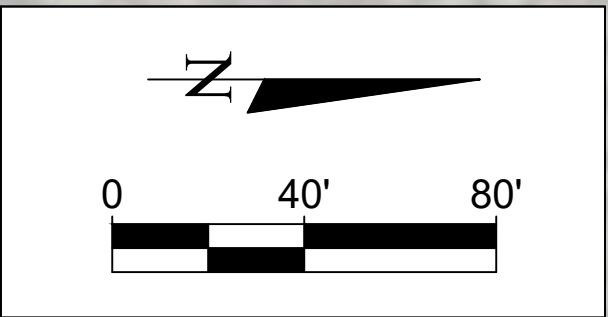
10 LF 24" WHITE THERMOPLASTIC STOP BAR

REPLACE BLUE RPM

SPRING HOLLOW LP

REPLACE BLUE RPM

MATCH LINE - SEE PAVEMENT MARKING PLAN (1)



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SEVEN OAKS CDD

PAVEMENT REHABILITATION PROJECT  
AMBERSIDE AND COVENTRY COMMUNITIES  
WESLEY CHAPEL, PASCO COUNTY, FLORIDA

PAVEMENT MARKING PLAN (3)

Permit-Seal

Project Number:		215612049	
File Name:		ROADWAY PLANS.DWG	
R/N	G/W	R/N	23.12.31
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## **2024 MILL AND RESURFACE PROJECT EVALUATION CRITERIA**

### **1. Personnel. (15 Points)**

Proposer shall provide a description of your organization, including location(s), size, range of activities, and any other appropriate information to describe the organization. The Proposer shall describe their capabilities including the names and experience of key personnel, including the project manager and field supervisor. The proposer shall present their ability to manage this project. Proposer shall also list and prepare existing workload of proposed personnel and equipment and make certification that personnel and equipment proposed shall be made available for this project during the agreed schedule and completion period. The proposer shall submit evidence showing the ability to complete the project utilizing staff within its organization.

### **2. Proposers Experience. (20 Points)**

Proposer shall provide past record and experience of the proposer (and their sub-contractors which are going to be utilized on this project) on similar projects completed within the past 3 years with references. The proposer shall indicate their volume of work previously performed by the proposer. Description of past performances for other community development districts in other contracts. References shall also be provided to verify character, integrity, reputation etc.

### **3. Understanding of the Scope of Work. (5 Points)**

Proposer shall provide a description of your understanding of the scope of work. The Proposer shall demonstrate their understanding of the Districts needs for services under this Request for Proposals.

### **4 Financial Capability. (15 Points)**

The Proposer shall demonstrate the adequacy of their financial resources and stability as a business entity, necessary to complete the services required.

### **5. Price. (30 Total Points)**

On the Proposal forms provided under this RFP, the Proposer shall submit their price for completing the work. Points available for price will be allocated as follows:

**30 Points** will be awarded to the Proposer submitting the lowest total price proposal. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's proposal and the low proposal.

### **6. Schedule. (10 Points)**

The Proposer submitting the proposal with the most expedited construction schedule, (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

### **7. Equipment. (5 Points)**

The Proposer shall include a listing of equipment and indicate whether owned, leased or rented by the Proposer and needed for completion of the work.

## **Tab 2**



6422 Harney Rd., Suite F  
Tampa FL 33610

accounting@creativemailboxdesigns.com

# PROPOSAL

Proposal #: 31712

Proposal Date: 10/31/23  
Customer #: CRM023878  
Page: 1 of 6

SOLD TO:	JOB LOCATION:
Seven Oaks Community Development District Stantec 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544	Seven Oaks Community Development District Stantec 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544

## SCOPE OF WORK

CREATIVE BUILDER SERVICES, INC. d/b/a CREATIVE MAILBOX DESIGNS (HEREINAFTER CALLED "CREATIVE") PROPOSES TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* QUOTE #167242 Stantec / Seven Oaks Community Development District SIGNS / Contact 352 741 7699; greg.woodcock@stantec.com	\$0.00	\$0.00
1	* QUOTE #167242C Seven Oaks Community Development District SIGNS : Price includes material and installation of (129) signs as described below. REMOVAL IS NOT INCLUDED IN PRICE. : All signs will be comprised of 4" MBLK Fluted Sign posts of the necessary length and be adorned with A-4 Finials and SB-64 Decorative Bases. Subsequent sign faces will have Decorative Square Frames surrounding the sign faces. : Full sign count listed below : 30x30 Yield 12x36 One Way 1  24x30 Keep Right 18x18 Yellow Marker 33 24x30 Speed Limit 30MPH 4 36x36 Yel Ped Walking 12x18 Left Arrow 13 30" Stop 6x36 Oval Street 43 36x12 One Way Right Arrow 6 30" Stop 24x30 Right Turn Only 1 30"x30" Right lane must turn right 3 24x30 30MPH Speed 24x24 No Parking 1 18x24 No Thru traffic 2 30"x30" Yield 3 24x30 Speed Limit 20MPH 11 30"x30" Yield 36x6 oval street 2 24x30 Speed Limit 15 18x18 no parking 18x18 any street 1 36x36 School Speed Limit with up arrow 1 24x30 End School Zone 1 30x30 Triangle Top 2 Ped Walking 18x30 Ahead 1 36x36 No Outlet 1 30x30 Yield 12x36 one way 36x6 oval street 1	\$145,980.49	\$145,980.49

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



# PROPOSAL

## Proposal #: 31712

Proposal Date: 10/31/23  
Customer #: CRM023878  
Page: 2 of 6

SUB TOTAL: \$145,980.49

ESTIMATED SALES TAXES: \$0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$145,980.49

The labor, material and equipment required for this job will be furnished by **Creative** for the Total Proposal Amount listed above.

Payment to be made as follows: 50.0% Due Upon Receipt

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. Unless otherwise specified, Contractor's work carries a one (1) year limited workmanship warranty. The Contract Documents consist of this proposal, the terms and conditions and all documents referenced therein are incorporated herein by reference.

**This proposal will be subject to withdrawal if not accepted within 30 days.**

**I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

*Respectfully submitted,*

**CREATIVE BUILDER SERVICES, INC.  
d/b/a CREATIVE MAILBOX DESIGNS**

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

By: \_\_\_\_\_

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

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

### TERMS AND CONDITIONS

- General.** This proposal is subject to change without notice and is automatically withdrawn on the 30<sup>th</sup> day following its date of issue if not accepted in writing and a copy of this proposal returned to **Creative Builder Services, Inc. d/b/a Creative Mailbox Designs** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer is liable for 25% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical, mathematical or tax calculation error, or the proposal is marked "budget". As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
- Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law.
- Access.** Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure.
- Consent to Use of Images.** Customer agrees to allow Contractor to use images of work product provided to customer in promotional materials.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_





6422 Harney Rd., Suite F  
Tampa FL 33610

accounting@creativemailboxdesigns.com

# PROPOSAL

## Proposal #: 31712

Proposal Date: 10/31/23  
Customer #: CRM023878  
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5. **Site Conditions.** Should concealed or unknown conditions in an existing structure or installation site be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
6. **Payment Terms.** Creative requires a deposit (as outlined above) to begin work. Payment of the balance is due upon completion of the scope of work, unless payment terms have been previously established. By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor reserves the right to require a deposit of 50%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms. If there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up.
7. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
8. **Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos is the sole responsibility of the Customer.
9. **Indemnification.** For and in consideration of \$10 given by Contractor to Customer and already reflected in the Agreement price, the Customer shall defend, indemnify, and hold the Contractor, its officers, directors, agents, and employees (individually "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from (1) personal injury, (2) wrongful death, or (3) property damages; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same. The Customer's duty under this provision is limited to a total of ONE MILLION AND NO/100 (\$1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties also agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer.
10. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Hillsborough County, Florida**, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
11. **Waiver of Jury Trial.** **THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
12. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
13. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
14. **Claims.** It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
15. **Acts of God.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



6422 Harney Rd., Suite F  
Tampa FL 33610

accounting@creativemailboxdesigns.com

# PROPOSAL

## Proposal #: 31712

**Proposal Date:** 10/31/23  
**Customer #:** CRM023878  
**Page:** 4 of 6

by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.

16. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
17. **Working Hours.** The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.
18. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer.
19. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SALESPERSON: Corey Tappan

DATE: \_\_\_\_\_

Creative Mailbox Designs  
6422 Harney Rd, Suite F  
Tampa, Florida 33610  
Phone - 813.818.7100  
Fax - 813.330.3309

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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Tampa FL 33610

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# DEPOSIT INVOICE

Invoice #: DP31712

Inv Date: 10/31/23  
Customer #: CRM023878  
Page: 5 of 6

SOLD TO:	JOB LOCATION:
Seven Oaks Community Development District Stantec 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544	Seven Oaks Community Development District Stantec 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		Corey Tappan	10/31/23	50.0% Due Upon Receipt	02/01/24

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* QUOTE #167242 Stantec / Seven Oaks Community Development District SIGNS / Contact 352 741 7699; greg.woodcock@stantec.com	\$0.00	\$0.00
1	* QUOTE #167242C Seven Oaks Community Development District SIGNS : Price includes material and installation of (129) signs as described below. REMOVAL IS NOT INCLUDED IN PRICE. : All signs will be comprised of 4" MBLK Fluted Sign posts of the necessary length and be adorned with A-4 Finials and SB-64 Decorative Bases. Subsequent sign faces will have Decorative Square Frames surrounding the sign faces. : Full sign count listed below : 30x30 Yield 12x36 One Way 1  24x30 Keep Right 18x18 Yellow Marker 33 24x30 Speed Limit 30MPH 4 36x36 Yel Ped Walking 12x18 Left Arrow 13 30" Stop 6x36 Oval Street 43 36x12 One Way Right Arrow 6 30" Stop 24x30 Right Turn Only 1 30"x30" Right lane must turn right 3 24x30 30MPH Speed 24x24 No Parking 1 18x24 No Thru traffic 2 30"x30" Yield 3 24x30 Speed Limit 20MPH 11 30"x30" Yield 36x6 oval street 2 24x30 Speed Limit 15 18x18 no parking 18x18 any street 1 36x36 School Speed Limit with up arrow 1 24x30 End School Zone 1 30x30 Triangle Top 2 Ped Walking 18x30 Ahead 1 36x36 No Outlet 1 30x30 Yield 12x36 one way 36x6 oval street 1	\$145,980.49	\$145,980.49
PLEASE PAY THIS DEPOSIT AMOUNT:			Continued





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Tampa FL 33610

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# DEPOSIT INVOICE

Invoice #: DP31712

Inv Date: 10/31/23  
Customer #: CRM023878  
Page: 6 of 6

SOLD TO:	JOB LOCATION:
Seven Oaks Community Development District Stantec 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544	Seven Oaks Community Development District Stantec 5844 Old Pasco Road Suite 100 Wesley Chapel FL 33544

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		Corey Tappan	10/31/23	50.0% Due Upon Receipt	02/01/24

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		SUB TOTAL	\$145,980.49
	* INDICATES TAXABLE ITEM	ESTIMATED SALES TAXES	\$0.00
	TOTAL PROPOSAL AMOUNT		\$145,980.49
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		
PLEASE PAY THIS DEPOSIT AMOUNT:			\$72,990.25

## **Tab 3**

## NON-EXCLUSIVE DRIVEWAY APRON AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Seven Oaks Community Development District, a special purpose local government established pursuant to Chapter 190, Florida Statutes, whose current mailing address is 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (the "District") and \_\_\_\_\_ whose address is \_\_\_\_\_, together with their successors and assigns (the "Homeowner").

WHEREAS, the District is the owner of the public right-of-way located in front of the lot located at \_\_\_\_\_, Block: \_\_\_\_\_, Lot: \_\_\_\_\_, in the \_\_\_\_\_ subdivision.

WHEREAS, the Homeowner has requested permission to improve the portion of their driveway located in front of their Lot on District owned right-of-way in the following manner: material, pavers, color stain/seal, etc. to match the material, pavers, color stain/seal, etc. of the rest of the driveway.

WHEREAS, the Homeowner agrees to the following:

- A. The Homeowner will be solely responsible for the cost and expense.
- B. The Homeowner ensures that the work performed will not endanger or interfere with persons upon the street or sidewalk and will indemnify the District for any costs incurred due to injuries or damages to third parties as a direct result of the updated apron.
- C. The Homeowner shall not modify, alter, **or damage** any control structures, drainage pipes, **utilities**, or facilities within the driveway apron.
- D. Nothing contained herein shall constitute a waiver by the District of its right to use the driveway apron.
- E. The Homeowner understands and agrees that in the event the District must excavate the driveway apron to maintain, repair, or replace any underground facility, the District will **only be required, if necessary, to** replace the original concrete apron and the Homeowner will be solely responsible for restoring the updated material, pavers, color stain/seal, etc. to the apron to match the driveway.

For good and valuable consideration, the parties agree as follows:

- 1. The rights and obligation of the Homeowner under this Agreement shall run with the land and shall be binding upon all successive owners of the property described above.
- 2. This Agreement represents the entire Agreement between the parties hereto, with respect to the subject matter contained herein, and supersedes all prior understandings or agreements.
- 3. This Agreement may be terminated only when the Homeowner restores the driveway apron to it natural (original) concrete surface.
- 4. In the event that either the District or the Homeowner is required to enforce the Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all reasonable fees and costs incurred.

5. This Agreement shall be governed by Florida law with venue in the county in which the District is located.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**RESIDENTS:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**SEVEN OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, who are both personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed/Typed Name of Notary  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, who is the \_\_\_\_\_ of the Seven Oaks Community Development District, who personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed/Typed Name of Notary  
Commission No. \_\_\_\_\_  
Commission Expires \_\_\_\_\_

## Tab 4

# Seven Oaks Field Operations Update

CDD Meeting 02/07/24

## Clubhouse:

- Cabana frame repairs are underway. Contractor doing great job.



- Bathroom doors have been stripped and repainted.
- New pool gate has been installed.
- Additional rain gutters have been installed and repairs made.
- Spalsh Park had large delamination area, which has been repaired.



## Potholes:

- Pothole repairs are underway in various locations.

## New Benches:

- New bench installation has begun along North Ancient Oaks Blvd.



## Playgrounds:

- New playgrounds have been delivered and construction is underway.

## Powerline Easement Gate:

- A replacement gate for West powerline easement has been ordered.



## Tab 5



**December 2023**

**Upcoming Community Events and Planning**

**Holiday Movie on the Lawn, Dinner with Santa Holiday Party, Storytime, Mystery Dinner Show, World Culture Day, Bingos, Trivia, Easter.**

**Replacement of Awnings**

**A few awnings have been replaced and I was told that the rest of the awnings should be replaced within the next 2 weeks.**

**Re-Strap Patio Furniture**

**The lounges have been picked up.**

**New Patio Furniture**

**In the process of receiving proposals.**

**New Treadmills**

**The treadmills will be delivered and installed on Dec 5<sup>th</sup>.**

## **Tab 6**

## Proposal for Let's Plan a Party: Creating Unforgettable Experiences 1/27/2024

Dear Board Members, Seven Oaks CDD

I hope this proposal finds you in good health and high spirits. It is with great excitement that I present to you a comprehensive plan for three exceptional events hosted by Let's Plan a Party. Our commitment is to craft memorable experiences for your community, offering a diverse range of activities and entertainment for your Halloween, Christmas, and Easter events for the 2024/2025 fiscal year.

**\*\*Halloween Party - October 25th, 2024 - 6:30 PM to 9:30 PM\*\***

1. Haunted House Set-Up (3 attendants + site manager, Chonya) - \$1000
2. Day of Coordinator - \$800.00
3. DJ - \$600.00
4. Scare Actors (8 actors) - \$800.00
5. Entertainment Package (4 entertainers) - \$1,600.00 (TBD Tier 1 entertainers)
6. Fire Dancers (alternative available) - \$900.00 (TBD upon availability could be \$1200 if preferred artist is already booked)
7. Tablecloths, Chair Covers, Sashes, Tables, and Chairs for 200 people - \$2,900.00
8. Food Trucks (3 trucks) - N/C

Subtotal: \$8,600.00

Event Planner Fee: \$1,660.00

**\*\*Total Cost: \$10,260.00\*\*** (Note: Subject to change based on availability)

**\*\*Holiday Party - December 14th, 2024 - 6:30 PM to 9:30 PM\*\***

1. Sleigh Inflatable (alternative available) - \$375.00

2. Sugar Rush Slide - \$400.00
3. Game Station - \$350.00
4. Penguin Escape Game (alternative available) - \$495.00
5. Santa Appearance - \$600.00
6. Catering (TBD) - \$4,332.00
7. Dessert Station (TBD, e.g., Funnel Cake) - \$1,100.00
8. Snow Machine - \$350.00 (variable depending on size and output)
9. Grinch Appearance (alternative available) - \$600.00
10. Balloon Artist (2) - \$700.00
11. Tablecloths, Chair Covers, Tables, and Chairs for 200 people - \$2,900.00
12. Day of Coordinator - \$800.00

Subtotal: \$13,002.00

Event Planner Fee: \$2,440.40

**\*\*Total Cost: \$15,442.40\*\*** (Note: Subject to change based on availability, not including delivery fees, generators or fuel surcharges)

**\*\*Easter Party - April 19th, 2025 - 10 AM to 2 PM\*\***

1. Bunny - \$600.00
2. DJ - \$600.00
3. Easter Eggs for Hunt (15eggs per person) - \$1,600.00 (eggs only estimate)
4. Tablecloths, Chair Covers, Sashes, Tables, and Chairs for 200 people - \$2,900.00
5. Attendants to help with setup and breakdown - \$450.00
6. Pies (approx.) - \$15.00
7. Day of Coordinator - \$800.00

8. Backdrop (photo opt) - \$350.00

9. Face Painter (2) - \$800.00

10. Balloon Artist (2) - \$800.00

11. Food Trucks - N/C

Subtotal: \$8,465.00

Event Planner Fee: \$1,693.00

**\*\*Total Cost: \$10,158.00\*\*** (Note: Subject to change based on availability, delivery fees, surcharges, travel if applicable)

**\*\*Add-On Option: 4 hours, 2 ponies, Petting Zoo, and Pony Rides - \$2,425.00\*\*** (smaller zoo also available)

**\*\*Event Package Without Extras: \$35,860.00\*\*** Additional fees for things such as generators, attendants for inflatables, delivery fee or trip charges may be applicable once initial booking occurs

Please be aware that these quoted rates are estimates and are subject to change based on availability. We do not hold dates, artists, or coordinators without a contract and booking fee. A 50% booking fee is due to secure any event on the calendar, and all events are rain or shine. Booking fees are non-refundable, with credits valid for 90 days for rebooking. If on a 30-day payment period payment is due prior to event, we will send out final payment notices 30 days in advance, payment must be paid prior to event unless prior arrangements have been made.

Your prompt confirmation by February 12, 2024, is essential to secure Mrs. Chonya Alvarez as the Day of Coordinator for the Easter event (as I have another client booking at same dates). We understand the demand during this busy time and aim to deliver unparalleled experiences for your communities.

Thank you for considering Let's Plan a Party for your events. We look forward to creating magical moments for your community.

Sincerely,

Chonya Alvarez, Owner

Let's Plan a Party

Chonya@letsplanparty.com

## **Tab 7**

# Welcome to Aflac®

---

Health insurance wasn't designed to cover everything. That's why there's Aflac. Our product portfolio is as broad as your needs, with individual and group products that help cover the expected – and unexpected – that's sure to come life's way. We help take care of what health insurance doesn't cover, so you and your employees can focus on caring for everything else.

Seven Oaks Community Development District

Industry Code: 73490000

Theodore Rhodes

(310) 963-5526

[theodore\\_rhodes@us.aflac.com](mailto:theodore_rhodes@us.aflac.com)



Individual coverage is underwritten by Aflac. Group coverage is underwritten by Continental American Insurance Company (CAIC), a wholly-owned subsidiary of Aflac Incorporated. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups situated in California, group coverage is underwritten by Continental American Life Insurance Company. For individual coverage in New York or coverage for groups situated in New York, coverage is underwritten by Aflac New York. WWHQ | 1932 Wynnton Road | Columbus, GA 31999, Continental American Insurance Company | Columbia, SC, 22 Corporate Woods Boulevard, Suite 2 | Albany, NY 12211

Z2200207

EXP 2/23



# Aflac Accident Advantage<sup>®</sup>

## Insurance

### Accidents happen. Help make sure your employees are financially prepared

Peace of mind doesn't come by accident. It comes from being prepared. Aflac Accident Advantage can help your employees with out-of-pocket medical expenses associated with an accidental injury that health insurance may not cover.

### Aflac helps employees focus on recovery instead of bills — at no direct cost to your business

Even if your employees have health insurance, they may still have out-of-pocket expenses such as deductibles, copays and other costs. Aflac Accident Advantage provides benefits that can be used for any expense, from bills to groceries. Best of all, the benefits are paid directly to your employees' by Aflac, a name families have trusted for more than 65 years.

#### Aflac offers:

- Cash benefits paid directly to your employees to use as they see fit.
- Portability – Employees can take the plan with them wherever they go.
- A wellness benefit they can use for routine, preventative care.



**Aflac**<sup>®</sup>

## Being prepared for whatever life brings is no accident

The financial effects from accidents can be surprising, but your employees can count on Aflac to be there when they need us most. Aflac Accident Advantage can help them with unexpected costs, so they can focus on getting better.

This information refers to benefit ranges for Policy Series A36000 and is for illustrative purposes only. The table below is not a comprehensive list of all benefits available through the policy. Please refer to the product brochure or benefit summary for a more detailed list of benefits. Policies/riders may not be available in all states, and coverage and benefits may vary by state. Please refer to your state's policies/riders for benefits, limitations and exclusions.

Aflac Accident Advantage® benefits <sup>2</sup>	
Benefit	Accident Advantage (24-Hour) Options 1-4
Accident treatment	<ul style="list-style-type: none"> <li>• \$130-\$200 ER w/ X-ray • 80-\$150 office w/ X-ray.</li> <li>• \$100-\$170 ER no X-ray • \$50-\$120 office no X-ray.</li> </ul>
Wellness	\$60 per calendar year, per policy
Organized sporting activity	Additional 25% of benefits payable up to \$1,000 per policy, per calendar year
Initial accident hospitalization	<ul style="list-style-type: none"> <li>• \$500-\$1,500 regular hospital admission.</li> <li>• \$750-\$2,500 ICU admission.</li> </ul>
Accident hospital confinement	\$150-\$300 per day, up to 365 days
ICU confinement	\$300-\$500, up to 15 days
Ambulance	\$120-\$250 ground, \$800-\$1,875 air
Appliances	\$25-\$350
Accident follow-up treatment	\$25-\$40, up to six treatments
Therapy (physical, speech & occupational)	\$25-\$40, up to 10 treatments
Accident specific-sum injuries	\$20-\$13,000
Blood/plasma/platelets	\$100-\$300
Major diagnostic/imaging exams (MRI, CT scan, etc.)	\$100-\$250, one per person, per calendar year
Prosthesis new/repair/replacement	\$375-\$1,000/\$375-\$1,000
Rehabilitation facility	\$75-\$200 per day
Home modification	\$1,000-\$4,000
Accidental death	\$5,000-\$200,000
Accidental dismemberment	\$200-\$50,000
Family support	\$20 per day, up to 30 days
Continuation of coverage	After six months, waive up to two months
Waiver of premium	36 months
Transportation	\$200-\$700 per trip, up to three per year (>50 miles)
Family lodging	\$75-\$150 per night, up to 30 days (>50 miles)
Available riders	
Additional accidental death benefit	\$7,000-\$35,000
Aflac Plus	Yes

<sup>1</sup>Unless otherwise assigned.

<sup>2</sup>Riders: Accidental Death Rider: A36050 Aflac Plus Rider: CIRIDER and CIRIDERH. In Idaho, Policies A36100ID – A36400ID, & A3630FID. In New York, Policies NY36100 – NY36400. In Oregon, Policies A36100OR – A36400OR, & A3630FOR. In Virginia, Policies A36100VA – A36400VA, & A3630FVA. This is a brief product overview only. Coverage may not be available in all states. Benefits/premium rates may vary based on plan selected. Optional riders may be available at an additional cost. Plans and riders may also contain a waiting period. Refer to the exact plans and riders for benefit details, definitions, limitations and exclusions. For availability and costs, please contact your local Aflac agent/producer. Benefit amounts shown are ranges for Options 1-4.

Coverage is underwritten by American Family Life Assurance Company of Columbus. In New York, coverage is underwritten by Aflac New York.

WWHQ | 1932 Wynnton Road | Columbus, GA 31999

## Aflac Accident Advantage | 24-Hour Accident-Only Insurance | Option 3

Monthly rates

Age Range	Individual	Named Insured / Spouse Only	One Parent Family	Two Parent Family
18 to 75	\$23.27	\$35.75	\$40.43	\$54.21

RATE TOOL DISCLAIMER

The estimated premium rates created by this online tool should not be construed as an agreement to extend health insurance coverage, or to otherwise guarantee prices for such coverage. The estimated premium rates are for illustrative purposes only and reflect projected costs of coverage that are based upon employee census data provided to the above referenced insurance carrier(s), or their agents, by the employees' employer. Everwell and the insurance carriers listed herein disclaim any warranty or liability related to the census data provided by an employer and upon which the estimated premium rates are based. Exact premium rates can only be determined after an underwriting review and may be different than what is reflected in this proposal.

Insurance policies have terms, and limitations and exclusions which may affect your coverage. Insurance policies may not be available in all states, and benefits may vary by state, coverage, and plan level selected.

The insurance agents assisting with this proposal cannot provide legal or tax advice. You should discuss any specific questions about benefits decisions with your independent legal counsel or tax advisors. This piece is intended to be an information presentation to the employer only. It must be accompanied by the brochure.



# Cancer Protection Assurance

## There when your employees need us most

One of two men and one of three women will be diagnosed with cancer in their lifetime.<sup>1</sup> Cancer touches almost everyone at some point in their lives, whether themselves or a loved one. But each person has a unique story, especially when it comes to cancer treatment. Aflac offers solutions that can help support your employees' financial, physical and emotional challenges when they are faced with a cancer diagnosis.

## Help with the high cost of cancer care

Treating cancer can be expensive. From deductibles and copays to treatment, transportation and childcare, there are expenses that health insurance may not cover. Aflac offers financial protection by providing robust benefits that help cover the patient from initial diagnosis, through treatment and beyond. And benefits are paid directly to them to use as they see fit.<sup>2</sup>

## Physical and emotional solutions to help face the realities of cancer

Since 1958, Aflac has been a pioneer in cancer insurance. As cancer treatment protocols have changed, our coverage has evolved to help cover the costs of those innovative treatments and provide solutions that empower your employees to seek treatment without the financial concerns that often accompany it.

We understand that cancer affects not only the patient but their loved ones as well. We have teamed up with CancerCare® to provide access to counseling, support groups, educational materials and online tools to help support their emotional needs, all at no additional cost to your employees.

**Talk to your Aflac benefits advisor to learn about the real financial, physical and emotional support solutions Aflac Cancer Protection Assurance can help provide.**



**Aflac**®

<sup>1</sup> Cancer Facts and Figures, 2023 American Cancer Society, Inc. Surveillance and Health Equity Science.

<sup>2</sup> Benefits are paid directly unless otherwise assigned.

**Coverage is underwritten by Aflac. In New York, coverage is underwritten by Aflac New York.** WWHQ | 1932 Wynnton Road | Columbus, GA 31999

## Coverage options

Choose the policy and riders that best fit your employees' needs

Benefit	Description		
INITIAL DIAGNOSIS	Named insured or spouse: \$1,250-\$7,500 Dependent child: \$2,500-\$15,000 Payable once per covered person, per lifetime.		
RADIATION THERAPY, CHEMOTHERAPY, IMMUNOTHERAPY OR EXPERIMENTAL CHEMOTHERAPY	Self-administered: \$150-\$600 per calendar month Physician administered: \$800-\$2,000 per calendar month This benefit is limited to one self-administered treatment and one physician-administered treatment per calendar month.		
ANNUAL CARE	\$250-\$750 on the anniversary date of diagnosis; lifetime maximum of five annual payments per covered person.		
CANCER SCREENING	One \$25-\$100 benefit per calendar year, per covered person Benefit increases to three screenings per calendar year after the diagnosis for internal cancer or an associated cancerous condition.		
SURGERY/ANESTHESIA	\$50-\$5,000 Anesthesia: additional 25% of the surgery benefit Maximum daily benefit will not exceed \$2,125-\$6,250; no lifetime maximum on the number of operations.		
HOSPITALIZATION CONFINEMENT FOR 30 DAYS OR LESS	Named insured or spouse: \$100-\$300 Dependent child: \$125-\$375		
HOSPITALIZATION CONFINEMENT FOR 31 DAYS OR MORE	Named insured or spouse: \$200-\$600 Dependent child: \$250-\$750		
OUTPATIENT HOSPITAL SURGICAL ROOM CHARGE	\$100-\$300 per day, per covered person.		
SKIN CANCER SURGERY	Laser or cryosurgery: \$20-\$50 Excision of lesion of skin without flap or graft: \$85-\$250 Flap or graft without excision: \$125-\$375 Excision of lesion of skin with flap or graft: \$200-\$600 Maximum daily benefit will not exceed \$200-\$600. No lifetime maximum on the number of operations.		
PROPHYLACTIC SURGERY (DUE TO A POSITIVE GENETIC TEST RESULT)	\$125-\$350 per covered person, per lifetime.		
BREAST RECONSTRUCTION	Breast tissue/muscle reconstruction flap procedures: \$1,000-\$3,000 Breast reconstruction (occurring within 5 years of breast cancer diagnosis): \$250-\$700 Breast Symmetry (on the non-diseased breast occurring within 5 years of breast reconstruction): \$110-\$350 Permanent areola repigmentation (on the diseased breast): \$50-\$150 Maximum daily benefit will not exceed \$1,000-\$3,000		
Optional riders	Description		
INITIAL DIAGNOSIS BUILDING BENEFIT RIDER	This benefit will increase the amount of your initial diagnosis benefit, as shown in the policy, by \$100 for each unit purchased, up to five units, for each covered person on the anniversary date of coverage, while coverage remains in force.		
SPECIFIED DISEASE BENEFIT RIDER	When a covered person is diagnosed with any of the diseases listed in the specified disease rider:		
	Initial diagnosis	Hospitalization	
	\$2,000	30 days or less: \$400 per day	31 days or more: \$800 per day
DEPENDENT CHILD RIDER	\$10,000 when a covered dependent child is diagnosed as having internal cancer or an associated cancerous condition; payable only once for each covered dependent child.		

This is a brief product overview only. Coverage may not be available in all states, including but not limited to ID, NJ, MN, NY or VA. Benefits and/or premiums may vary based on the state and benefit option selected. Plans and riders may also have a waiting period. Refer to the exact plans and riders for benefit details, definitions, limitations and exclusions. For availability and costs, please contact your local Aflac agent/producer.



## Aflac Cancer Protection Assurance | B70200

Monthly rates

Age Range	Individual	Named Insured / Spouse Only	One Parent Family	Two Parent Family
18 to 75	\$38.08	\$65.87	\$38.08	\$65.87

### RATE TOOL DISCLAIMER

The estimated premium rates created by this online tool should not be construed as an agreement to extend health insurance coverage, or to otherwise guarantee prices for such coverage. The estimated premium rates are for illustrative purposes only and reflect projected costs of coverage that are based upon employee census data provided to the above referenced insurance carrier(s), or their agents, by the employees' employer. Everwell and the insurance carriers listed herein disclaim any warranty or liability related to the census data provided by an employer and upon which the estimated premium rates are based. Exact premium rates can only be determined after an underwriting review and may be different than what is reflected in this proposal.

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# Aflac

## Short-Term Disability Insurance

### Keeps on working when your employees can't

When your employees miss work due to an illness, injury or mental health condition, it can have a negative effect on your company's productivity. But have you considered what it does to your employees' finances? Studies show most employees can't go a month without a paycheck.<sup>1</sup>

Aflac Short-Term Disability Insurance helps to protect your employees' most valuable asset – their income – when they need it most. It provides benefits if they are unable to work due to a covered illness, injury or mental health condition, allowing them to focus on their recovery and get back to work as healthy and productive employees.

Best of all, this coverage comes at little to no direct cost to your business. Show your employees how much you care about their financial wellness with Aflac Short-Term Disability Insurance.

### Aflac Short Term Disability Insurance offers your employees:

- Income protection when they are unable to work due to a covered illness, injury or mental health condition.
- Cash benefits – paid directly to your employees to use as they see fit.<sup>2</sup>
- Portability – employees can take the plan with them wherever they go.



Aflac®

## Focus on growing your business, while Aflac helps protect your employees' finances

Aflac Short-Term Disability Insurance helps protect your employees' incomes in the event of a covered illness, injury or mental health condition. It provides coverage options that allow employees to choose the plans that are right for them, based on their individual financial needs and incomes.

This information refers to benefit ranges for policy series A57600 and is for illustrative purposes only. The table below is not a comprehensive list of all benefits available through the policy. Please refer to the product brochure or benefit summary for a more detailed list of benefits. Policies/riders may not be available in all states, and coverage, benefits, and/or premiums may vary by state. Please refer to your state's policies/riders for benefits, limitations and exclusions.

Aflac Short-Term Disability benefits <sup>3</sup>								
Benefit	Description							
GUARANTEED-ISSUE OPTIONS <sup>4</sup>	<ul style="list-style-type: none"><li>Monthly benefit amounts up to \$5,000 (subject to income requirements)</li><li>Benefit periods: 3 or 6 months</li></ul>							
TOTAL DISABILITY BENEFIT PERIODS	3, 6, 12, 18 or 24 months. Disability due to mental illness is payable up to the benefit period and is limited to the maximum lifetime disability period for mental illness.							
ELIMINATION PERIODS	<div>Injury/Illness</div> <table><tr><td><ul style="list-style-type: none"><li>0/7 days.</li><li>14/14 days.</li><li>90/90 days.</li></ul></td><td><ul style="list-style-type: none"><li>0/14 days.</li><li>0/30 days.</li><li>180/180 days.</li></ul></td><td><ul style="list-style-type: none"><li>7/7 days</li><li>30/30 days</li></ul></td><td><ul style="list-style-type: none"><li>7/14 days.</li><li>60/60 days.</li></ul></td></tr></table>				<ul style="list-style-type: none"><li>0/7 days.</li><li>14/14 days.</li><li>90/90 days.</li></ul>	<ul style="list-style-type: none"><li>0/14 days.</li><li>0/30 days.</li><li>180/180 days.</li></ul>	<ul style="list-style-type: none"><li>7/7 days</li><li>30/30 days</li></ul>	<ul style="list-style-type: none"><li>7/14 days.</li><li>60/60 days.</li></ul>
<ul style="list-style-type: none"><li>0/7 days.</li><li>14/14 days.</li><li>90/90 days.</li></ul>	<ul style="list-style-type: none"><li>0/14 days.</li><li>0/30 days.</li><li>180/180 days.</li></ul>	<ul style="list-style-type: none"><li>7/7 days</li><li>30/30 days</li></ul>	<ul style="list-style-type: none"><li>7/14 days.</li><li>60/60 days.</li></ul>					
MINIMUM INCOME AND HOURS REQUIREMENT	<ul style="list-style-type: none"><li>Minimum annual income requirement: \$9,000.</li><li>Minimum weekly hours requirement: 19 hours.</li></ul>							
MONTHLY BENEFIT AMOUNTS	\$500-\$6,000 (subject to income requirements)							
PARTIAL DISABILITY BENEFIT PERIOD	3 months							
WAIVER OF PREMIUM BENEFIT	<ul style="list-style-type: none"><li>Aflac will waive, from month to month, the premium for the policy and any applicable rider(s) for as long as the insured is disabled, up to the applicable benefit period shown in the policy schedule.</li><li>Not available with a three-month total disability period.</li></ul>							
PORTABLE	Policyholders can take coverage with them if they change jobs or retire.							
TOTAL AND PARTIAL DISABILITY BENEFITS	Pays for either a total or partial disability. Even if the insured is able to work, partial disability benefits may be available to compensate for lost income.							
GUARANTEED RENEWABLE	Guaranteed renewable to age 75							
Available riders								
<ul style="list-style-type: none"><li>On-the-job injury.</li><li>Additional units of disability benefit.</li><li>Aflac Plus.</li><li>Aflac value rider.</li></ul>								

<sup>1</sup> Benefit subject to benefit period and elimination period.

<sup>2</sup> Cash benefits are paid directly to the insured, unless otherwise assigned.

<sup>3</sup> This is a brief product overview only. Policies and benefits vary by state and may not be available in some states. The policies have limitations, exclusions and preexisting condition limitations that may affect benefits payable. Benefits and/or premiums are determined by state and plan level selected. Refer to your policy for complete details, limitations and exclusions.

<sup>4</sup> Subject to certain conditions.

In Arkansas, Policies A57600AR and A57600LBAR. In Oklahoma, Policies A57600OK and A57600LBOK. In Oregon, Policies A57600OR and A57600LBOR. In Pennsylvania, Policies A57600PA and A57600LBPA. In Texas, Policies A57600TX and A57600LBTX. Mental health benefits are not currently available in all states including but not limited to ID, NY, NM, NY, or VA.

Coverage is underwritten by American Family Life Assurance Company of Columbus.

WWHQ | 1932 Wynnton Road | Columbus, GA 31999





## Rate Sheet

### Aflac Short-Term Disability | 3 month benefit period

Monthly rates

Age Range	0/7 Days	0/14 Days	7/7 Days	7/14 Days	14/14 Days
18 to 49	\$2.60 per \$100	\$1.95 per \$100	\$2.47 per \$100	\$1.69 per \$100	\$1.56 per \$100
50 to 64	\$3.25 per \$100	\$2.47 per \$100	\$2.99 per \$100	\$2.21 per \$100	\$2.08 per \$100
65 to 74	\$3.77 per \$100	\$2.99 per \$100	\$3.64 per \$100	\$2.60 per \$100	\$2.47 per \$100

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Insurance policies have terms, and limitations and exclusions which may affect your coverage. Insurance policies may not be available in all states, and benefits may vary by state, coverage, and plan level selected.

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## **Tab 8**

**Quote****Date**

1/25/2024

**Estimate #**

14634Q

Shipping and Receiving  
 FiberBuilt Umbrellas and Cushions, Inc.  
 (954) 484-9139  
 2201 W. Atlantic Blvd.  
 Pompano Beach FL 33069  
 (954) 484-9139  
[www.fiberbuiltumbrellas.com](http://www.fiberbuiltumbrellas.com)

**Bill To**

ATTN: Thersa DiMaggio  
 7 Oaks CDD  
 813 973 4188  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Ship To**

Theresa DiMaggio  
 Seven Oaks Clubhouse  
 813 973 4188  
 2910 Sports Core Circle  
 Wesley Chapel FL 33544

<b>Expires</b>	<b>Sales Manager</b>	<b>Sales Representative</b>	<b>Subsidiary</b>	<b>Shipping Instructions</b>	<b>Terms</b>
2/24/2024	Menendez, Dawn	42 Dawn Menendez	Parent Company	SHIPPING IS ADDITIONAL	Prepaid
<b>Shipping Instructions (2)</b>					

Item	Qty	UOM	Description	Options	Special Instructions	Rate	Amount
7MCRB	12	EA	7.5Ft Oct Market Umbrella (8) .5"dia Fiberglass Ribs Nylon joints, hubs, finial, & end-tips Crank lift system 2-pc 1.5"dia P/C Bronze Aluminum Pole Single Vent Market Style Canopy Sunbrella Marine Grade B Fabric 4620 Beige ----	Fabric Items: 4620M-Beige		378.00	4,536.00
CB19C	12	EA	55lb concrete base - champagne			69.00	828.00
						<b>Subtotal</b>	<b>5,364.00</b>
						Shipping & Handling (FD3FRGHT)	0.00
						<b>Total</b>	<b>\$5,364.00</b>

Please note that Freight provided are only estimated. Being that currently most orders are taking more than 30 days to produce, the freight amount shown may vary. We will recalculate at time of shipping and will advise the actual shipping charges.

## **Tab 9**



Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Meeting:** March 13, 2023 @ 6:00 pm
- **Candidate Qualifying Period:** June 10 – June 14, 2024
- **Form 1 Financial Disclosure Submittal:** July 1, 2024

## District Manager's Report

February 7

# 2024

#### FINANCIAL SUMMARY

12/31/2023

General Fund Cash & Investment Balance: \$3,941,778

Reserve Fund Cash & Investment Balance: \$4,540,198

Debt Service Fund Cash & Investment Balance: \$1,995,578

Enterprise Fund Cash Balance: \$47,873

**Total Cash and Investment Balances:** \$10,525,427

**General Fund Expense Variance:** **\$20,289 Under Budget**





- Through January, 92.39% of the assessment revenue has been collected. For the same period last year, collections were at 92.48%, a reduction of \$3,408.47. Nothing to be alarmed about, but we'll continue to monitor.

## **Tab 10**



Rizzetta & Company

# **Seven Oaks Community Development District**

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**Financial Statements  
(Unaudited)**

**December 31, 2023**

**Prepared by: Rizzetta & Company, Inc.**

[sevenoakscdd.com](http://sevenoakscdd.com)

[rizzetta.com](http://rizzetta.com)



**Seven Oaks Community Development District**

Balance Sheet

As of 12/31/2023

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Enterprise Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
<b>Assets</b>							
Cash In Bank	705,203	(51,644)	14,903	47,873	716,334	0	0
Investments	3,236,575	4,591,842	1,980,675	0	9,809,093	0	0
Accounts Receivable	313,668	0	117,818	0	431,485	0	0
Refundable Deposits	35,320	0	0	0	35,321	0	0
Due From Other	1,020	0	0	0	1,019	0	0
Fixed Assets	0	0	0	0	0	63,067,564	0
Amount Available in Debt Service	0	0	0	0	0	0	2,113,396
Amount To Be Provided Debt Service	0	0	0	0	0	0	11,446,604
<b>Total Assets</b>	<b>4,291,786</b>	<b>4,540,198</b>	<b>2,113,396</b>	<b>47,873</b>	<b>10,993,252</b>	<b>63,067,564</b>	<b>13,560,000</b>
<b>Liabilities</b>							
Accounts Payable	91,575	15,363	0	207	107,145	0	0
Accrued Expenses	25,479	0	0	0	25,479	0	0
Other Current Liabilities	0	0	0	808	808	0	0
Due To Other	0	0	0	1,019	1,019	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	13,560,000
<b>Total Liabilities</b>	<b>117,054</b>	<b>15,363</b>	<b>0</b>	<b>2,034</b>	<b>134,451</b>	<b>0</b>	<b>13,560,000</b>
<b>Fund Equity &amp; Other Credits</b>							
Beginning Fund Balance	1,519,380	4,300,097	820,155	29,544	6,669,176	0	0
Investment In General Fixed Assets	0	0	0	0	0	63,067,564	0
Net Change in Fund Balance	2,655,352	224,739	1,293,241	16,294	4,189,625	0	0
<b>Total Fund Equity &amp; Other Credits</b>	<b>4,174,732</b>	<b>4,524,836</b>	<b>2,113,396</b>	<b>45,838</b>	<b>10,858,801</b>	<b>63,067,564</b>	<b>0</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>4,291,786</b>	<b>4,540,198</b>	<b>2,113,396</b>	<b>47,873</b>	<b>10,993,252</b>	<b>63,067,564</b>	<b>13,560,000</b>

See Notes to Unaudited Financial Statements

**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	65,000	65,000	16,815	48,185
Special Assessments				
Tax Roll	3,583,529	3,583,529	3,598,731	(15,202)
Other Misc. Revenues				
Event Rental	48,000	48,000	25,205	22,795
Miscellaneous Revenue	0	0	14,050	(14,050)
Total Revenues	3,696,529	3,696,529	3,654,801	41,728
<b>Expenditures</b>				
Legislative				
Supervisor Fees	15,000	3,750	2,800	950
Total Legislative	15,000	3,750	2,800	950
Financial & Administrative				
Accounting Services	28,500	7,125	7,125	0
Administrative Services	9,700	2,425	2,425	0
Arbitrage Rebate Calculation	1,000	250	1,000	(750)
Assessment Roll	5,250	5,250	5,250	0
Auditing Services	4,950	0	0	0
Disclosure Report	2,000	0	0	0
District Engineer	32,000	8,000	7,194	806
District Management	44,025	11,006	11,006	0
Dues, Licenses & Fees	2,245	562	322	239
Financial & Revenue Collections	5,250	1,312	1,313	0
Legal Advertising	3,000	750	150	600
Miscellaneous Fees	0	0	100	(100)
Public Officials Liability Insurance	4,343	4,343	4,086	257
Tax Collector/Property Appraiser Fees	150	0	0	0
Trustees Fees	10,000	5,600	5,590	10
Website Hosting, Maintenance, Backup & E	4,860	1,215	783	432
Total Financial & Administrative	157,273	47,838	46,343	1,495
Legal Counsel				
District Counsel	65,000	16,250	17,128	(878)
Litigation / Mediation	25,000	6,250	0	6,250
Total Legal Counsel	90,000	22,500	17,128	5,372
Law Enforcement				
Off Duty Deputy	2,400	600	544	56

See Notes to Unaudited Financial Statements

**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Law Enforcement	2,400	600	544	56
Security Operations				
Security Monitoring Services	4,000	1,000	663	337
Total Security Operations	4,000	1,000	663	337
Electric Utility Services				
Utility - Irrigation & Landscape Lightin	50,000	12,500	9,072	3,428
Utility - Recreation Facilities	75,000	18,750	20,361	(1,611)
Utility - Street Lights	260,000	65,000	61,086	3,914
Total Electric Utility Services	385,000	96,250	90,519	5,731
Gas Utility Service				
Utility Services	650	163	139	24
Total Gas Utility Service	650	163	139	24
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	8,500	2,125	2,289	(164)
Solid Waste Assessment	8,750	8,750	9,474	(724)
Total Garbage/Solid Waste Control Services	17,250	10,875	11,763	(888)
Water-Sewer Combination Services				
Utility - Fountains	1,000	250	174	75
Utility - Reclaimed	30,000	7,500	6,423	1,078
Utility Services	32,000	8,000	6,909	1,090
Total Water-Sewer Combination Services	63,000	15,750	13,506	2,243
Stormwater Control				
Aquatic Maintenance	54,204	13,551	13,551	0
Lake/Pond Bank Maintenance & Repair	50,000	12,500	0	12,500
Stormwater Assessments	6,000	6,000	5,864	136
Stormwater System Maintenance	10,000	2,500	0	2,500
Total Stormwater Control	120,204	34,551	19,415	15,136
Other Physical Environment				
Clock Tower Maintenance	2,000	500	348	153
Community Park Equipment	25,000	6,250	9,809	(3,560)
Employee - Payroll Taxes	20,000	5,000	4,665	336
Employee - Salaries	255,000	63,750	60,975	2,775
Employee - Workers Comp	21,000	21,000	9,760	11,240
Entry & Walls Maintenance & Repair	4,000	1,000	0	1,000
General Liability & Property Insurance	40,365	40,365	38,583	1,782
Holiday Decorations	40,000	40,000	17,200	22,800
Irrigation Maintenance & Repair	50,000	12,500	21,336	(8,836)
Landscape - Annuals/Flowers	275,000	68,750	20,050	48,700

See Notes to Unaudited Financial Statements

**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Landscape Maintenance	838,803	209,701	201,796	7,905
Landscape Replacement Plants, Shrubs, Tr	150,000	37,500	52,732	(15,232)
Miscellaneous Expense	10,000	2,500	607	1,893
Ornamental Lighting & Maintenance	4,000	1,000	7,144	(6,145)
Pressure Washing	53,000	13,250	26,500	(13,250)
Tree Trimming Services	200,000	50,000	95,825	(45,825)
Total Other Physical Environment	1,988,168	573,066	567,330	5,736
Road & Street Facilities				
Roadway Repair & Maintenance	50,000	12,500	0	12,500
Sidewalk Maintenance & Repair	50,000	12,500	15,000	(2,500)
Street Sign Repair & Replacement	10,000	2,500	5,456	(2,956)
Total Road & Street Facilities	110,000	27,500	20,457	7,044
Parks & Recreation				
Access Control Maintenance & Repair	9,364	2,341	1,972	369
Athletic Court/Field/Playground Maintena	15,000	3,750	3,939	(189)
Clubhouse Janitorial Services	48,915	12,229	9,693	2,536
Employee - Payroll Taxes	25,000	6,250	6,333	(83)
Employee - Salaries	337,330	84,332	82,791	1,542
Facility Supplies	6,600	1,650	1,859	(210)
Fitness Equipment Maintenance & Repair	15,000	3,750	491	3,259
Fountain Service Repair & Maintenance	7,500	1,875	1,250	625
Furniture Repair & Replacement	7,500	1,875	4,349	(2,474)
Maintenance & Repairs	50,000	12,500	20,872	(8,372)
Miscellaneous Expense	15,000	3,750	13,583	(9,833)
Office Supplies	3,000	750	1,203	(453)
Pest Control	750	188	150	38
Pool Repair & Maintenance	16,305	4,076	2,603	1,473
Pool Service Contract	94,320	23,580	18,699	4,881
Storage Shed	2,000	500	816	(316)
Telephone, Internet, Cable	10,000	2,500	1,445	1,055
Tennis Court Maintenance & Supplies	45,000	11,250	15,082	(3,832)
Vehicle Maintenance	10,000	2,500	2,810	(310)
Total Parks & Recreation	718,584	179,646	189,940	(10,294)
Special Events				
Special Events	25,000	6,250	18,903	(12,653)
Total Special Events	25,000	6,250	18,903	(12,653)
Total Expenditures	3,696,529	1,019,738	999,449	20,289
Total Excess of Revenues Over(Under) Expen- ditures	0	2,676,791	2,655,352	21,439

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Fund Balance, Beginning of Period	0	0	1,519,380	(1,519,380)
Total Fund Balance, End of Period	0	2,676,791	4,174,732	(1,497,941)

**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	50,000	50,000	59,439	(9,439)
Special Assessments				
Tax Roll	350,942	350,942	350,942	0
Total Revenues	<u>400,942</u>	<u>400,942</u>	<u>410,381</u>	<u>(9,439)</u>
<b>Expenditures</b>				
Contingency				
Capital Outlay	69,000	69,000	0	69,000
Capital Reserve	2,297,862	2,297,862	188,837	2,109,025
Total Contingency	<u>2,366,862</u>	<u>2,366,862</u>	<u>188,837</u>	<u>2,178,025</u>
Total Expenditures	<u>2,366,862</u>	<u>2,366,862</u>	<u>188,837</u>	<u>2,178,025</u>
Total Excess of Revenues Over(Under) Expenditures	<u>(1,965,920)</u>	<u>(1,965,920)</u>	<u>221,544</u>	<u>(2,187,464)</u>
<b>Total Other Financing Sources(Uses)</b>				
Carry Forward Fund Balance				
Carry Forward Fund Balance	1,965,920	1,965,920	0	1,965,920
Other Costs				
Unrealized Gain/Loss on Investments	0	0	3,195	(3,195)
Total Other Financing Sources(Uses)	<u>1,965,920</u>	<u>1,965,920</u>	<u>3,195</u>	<u>1,962,725</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>4,300,097</u>	<u>(4,300,097)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>4,524,836</u>	<u>(4,524,836)</u>

**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	1,962	(1,962)
Special Assessments				
Tax Roll	564,087	564,087	566,250	(2,163)
Total Revenues	<u>564,087</u>	<u>564,087</u>	<u>568,212</u>	<u>(4,125)</u>
<b>Expenditures</b>				
Debt Service				
Interest	111,087	111,087	56,444	54,642
Principal	453,000	453,000	0	453,000
Total Debt Service	<u>564,087</u>	<u>564,087</u>	<u>56,444</u>	<u>507,642</u>
Total Expenditures	<u>564,087</u>	<u>564,087</u>	<u>56,444</u>	<u>507,642</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>511,768</u>	<u>(511,768)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>173,948</u>	<u>(173,948)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>685,716</u>	<u>(685,716)</u>

**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	7,440	(7,440)
Special Assessments				
Tax Roll	925,434	925,434	928,982	(3,549)
Total Revenues	<u>925,434</u>	<u>925,434</u>	<u>936,422</u>	<u>(10,989)</u>
<b>Expenditures</b>				
Debt Service				
Interest	310,434	310,434	149,950	160,484
Principal	615,000	615,000	5,000	610,000
Total Debt Service	<u>925,434</u>	<u>925,434</u>	<u>154,950</u>	<u>770,484</u>
Total Expenditures	<u>925,434</u>	<u>925,434</u>	<u>154,950</u>	<u>770,484</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>781,472</u>	<u>(781,472)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>646,207</u>	<u>(646,207)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,427,679</u>	<u>(1,427,679)</u>



**Seven Oaks Community Development District**

## Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Special Assessments				
Tax Roll	31,100	31,100	31,100	0
Club Revenues				
Cafe Revenue	63,704	63,704	4,697	59,007
Total Revenues	94,804	94,804	35,797	59,007
<b>Expenditures</b>				
Parks & Recreation				
Beverages	11,000	2,750	2,234	517
Cafe Miscellaneous Expense	1,500	375	71	304
Employee - Payroll Taxes	3,288	822	884	(62)
Employee - Salaries	43,266	10,817	11,553	(736)
Employee - Workers Comp	3,750	3,750	0	3,750
Equipment	3,000	750	220	530
Food	23,000	5,750	3,159	2,591
Maintenance & Repairs	2,000	500	850	(350)
Supplies	4,000	1,000	532	468
Total Parks & Recreation	94,804	26,514	19,503	7,012
Total Expenditures	94,804	26,514	19,503	7,012
Total Excess of Revenues Over(Under) Expenditures	0	68,290	16,294	51,996
Fund Balance, Beginning of Period	0	0	29,544	(29,544)
Total Fund Balance, End of Period	0	68,290	45,838	22,452

**Seven Oaks CDD**  
**Investment Summary**  
**December 31, 2023**

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>December 31, 2023</u>
FLCLASS	Average Monthly Yield 5.48%	\$ 3,236,575
<b>Total General Fund Investments</b>		<b>\$ 3,236,575</b>
FLCLASS	Average Monthly Yield 5.48%	\$ 3,521,645
FLCLASS Enhanced Cash	Average Monthly Yield 5.36%	1,070,197
<b>Total Reserve Fund Investments</b>		<b>\$ 4,591,842</b>
US Bank Series 2016A Revenue	First American Government Obligation Fund Class Y	\$ 352,756
US Bank Series 2016A-1 Prepayment	First American Government Obligation Fund Class Y	21
US Bank Series 2016A-1 Reserve	First American Government Obligation Fund Class Y	165,222
US Bank Series 2016A-2 Reserve	First American Government Obligation Fund Class Y	11,437
US Bank Series 2016A-2 Prepayment	First American Government Obligation Fund Class Y	977
US Bank Series 2016B Revenue	First American Government Obligation Fund Class Y	532,077
US Bank Series 2016B-1 Prepayment	First American Government Obligation Fund Class Y	360
US Bank Series 2016B-1 Reserve	First American Government Obligation Fund Class Y	208,009
US Bank Series 2016B-2 Reserve	First American Government Obligation Fund Class Y	70,812
US Bank Series 2016B-2 Prepayment	First American Government Obligation Fund Class Y	3,549
US Bank Series 2021 Revenue	First American Government Obligation Fund Class Y	522,161
US Bank Series 2021 Reserve	First American Government Obligation Fund Class Y	112,612
US Bank Series 2021 Prepayment	First American Government Obligation Fund Class Y	682
<b>Total Debt Service Fund Investments</b>		<b>\$ 1,980,675</b>

**Seven Oaks Community Development District  
Summary A/R Ledger  
From 12/01/2023 to 12/31/2023**

	<b>Fund_ID</b>	<b>Fund Name</b>	<b>Customer</b>	<b>Invoice Number</b>	<b>AR Account</b>	<b>Date</b>	<b>Balance Due</b>
<b>730, 2677</b>							
	730-001	730 General Fund	Pasco County Tax Collector	AR00001179	12110	10/01/2023	313,667.71
<b>Sum for 730, 2677</b>							<b>313,667.71</b>
<b>730, 2679</b>							
	730-200	730 Debt Service Fund S2011 & S2021	Pasco County Tax Collector	AR00001179	12110	10/01/2023	44,618.01
<b>Sum for 730, 2679</b>							<b>44,618.01</b>
<b>730, 2680</b>							
	730-202	730 Debt Service Fund S2016	Pasco County Tax Collector	AR00001179	12110	10/01/2023	44,679.50
	730-202	730 Debt Service Fund S2016	Pasco County Tax Collector	AR00001179	12110	10/01/2023	28,520.27
<b>Sum for 730, 2680</b>							<b>73,199.77</b>
<b>Sum for 730</b>							<b>431,485.49</b>
<b>Sum Total</b>							<b>431,485.49</b>

See Notes to Unaudited Financial Statements

**Seven Oaks Community Development District  
Summary A/P Ledger  
From 12/1/2023 to 12/31/2023**

<b>Fund Name</b>	<b>GL posting date</b>	<b>Vendor name</b>	<b>Document number</b>	<b>Description</b>	<b>Balance Due</b>
<b>730, 2677</b>					
730 General Fund	12/01/2023	Alvarez Plumbing Company	44458	Backflow Repair 11/23	2,382.88
730 General Fund	12/22/2023	Ann Marie Cacioppo	4714317	CPR 12/23	12.95
730 General Fund	12/28/2023	Cintas Corporation	4178434091	Cleaning Supplies 12/23	164.37
730 General Fund	12/18/2023	Cooper Pools Inc.	7761	Pool Repairs 12/23	448.13
730 General Fund	12/01/2023	Desvarieux Services, Inc.	165	Street Sign 11/23	150.00
730 General Fund	12/01/2023	Disclosure Services, LLC	15	Amortization Schedule Series 2016A-2 11/01/23 Prepay 11/23	100.00
730 General Fund	12/01/2023	Discovery Golf Cars	82104	Golf Cart Repairs 09/23	187.90
730 General Fund	12/13/2023	Dymond Heating & Cooling, Inc.	203927	A/C Service Call 12/23	1,451.00
730 General Fund	12/01/2023	Ewing Irrigation Products Inc.	20310370	Irrigation Supplies 08/23	89.97
730 General Fund	12/01/2023	Ewing Irrigation Products Inc.	21159877	Irrigation Supplies 11/23	51.30
730 General Fund	12/09/2023	Frontier Florida, LLC	813-994-3055-060923	Telephone, Internet Cable 12/23	109.98
730 General Fund	12/12/2023	ID Wholesaler, LLC	-5 12.23 ACH INV7217222	Proximity PVC Cards 12/23	1,029.79
730 General Fund	12/28/2023	Integrated Irrigation Services	1414	Irrigation Maintenance 12/23	1,000.00
730 General Fund	12/20/2023	Joes Tree Service & Landscaping, Inc.	122023	Tree Removal 12/23	16,050.00
730 General Fund	12/18/2023	Juniper Landscaping of Florida, LLC	243335	Plant Material 12/23	1,938.11
730 General Fund	12/01/2023	Juniper Landscaping of Florida, LLC	240545	Landscape Replacement 11/23	3,233.20
730 General Fund	12/01/2023	Juniper Landscaping of Florida, LLC	240459	Fertilizer 11/23	2,180.00
730 General Fund	12/21/2023	Juniper Landscaping of Florida, LLC	243768	Landscape Replacement 12/23	14,541.00
730 General Fund	12/21/2023	Juniper Landscaping of Florida, LLC	243769	Landscape Replacement 12/23	4,619.16
730 General Fund	12/18/2023	Juniper Landscaping of Florida, LLC	243334	Landscape Maintenance 12/23	833.00
730 General Fund	12/18/2023	Juniper Landscaping of Florida, LLC	243336	Irrigation Repairs 12/23	1,840.94
730 General Fund	12/19/2023	Lets Plan A Party	3270 B	Face Painting Remaining Balance 03/24	350.00
730 General Fund	12/26/2023	Motion Picture Licensing Corporation	504432268	Movie License 01/01/24 - 12/31/24	2,289.00
730 General Fund	12/18/2023	Pasco County Utilities	Pasco Water Summary 12/23 ACH	Pasco Water Summary 12/23	2,049.84
730 General Fund	12/18/2023	Pasco County Utilities	Pasco Water Summary 12/23 ACH	Pasco Water Summary 12/23	2,688.73
730 General Fund	12/18/2023	Pasco County Utilities	Pasco Water Summary 12/23 ACH	Pasco Water Summary 12/23	34.04
730 General Fund	12/20/2023	TECO Peoples Gas	211003718858 12/23	2910 Sports Core Cir 12/23	56.20
730 General Fund	12/18/2023	Verizon Wireless	9952019829	Account # 242034931-00001 Monthly Charge for John G. 12/23	49.56
730 General Fund	12/20/2023	Waste Connections of Florida	1551502W426	2910 Sports Core Circle 01/24	745.19
730 General Fund	12/27/2023	Withlacoochee River Electric Cooperative, Inc.	WREC Summary 12/23 730	Electric Summary 12/23	20,353.85
730 General Fund	12/27/2023	Withlacoochee River Electric Cooperative, Inc.	WREC Summary 12/23 730	Electric Summary 12/23	7,502.27
730 General Fund	12/27/2023	Withlacoochee River Electric Cooperative, Inc.	WREC Summary 12/23 730	Electric Summary 12/23	3,042.71

**Seven Oaks Community Development District  
Summary A/P Ledger  
From 12/1/2023 to 12/31/2023**

<b>Fund Name</b>	<b>GL posting date</b>	<b>Vendor name</b>	<b>Document number</b>	<b>Description</b>	<b>Balance Due</b>
<b>Sum for 730, 2677</b>					<b>91,575.07</b>
<b>730, 2678</b>					
730 Reserve Fund	12/14/2023	Boulevard Awning Company	9416 B	Remaining Balance - Manufacture & Install 11Pool Recovers & 2 Kiddy Pools 12/23	15,362.50
<b>Sum for 730, 2678</b>					<b>15,362.50</b>
<b>730, 2682</b>					
730 Enterprise Fund	12/29/2023	Coffee International, Inc	40324	Beverages 12/23	187.65
730 Enterprise Fund	12/29/2023	Coffee International, Inc	40324	Beverages 12/23	19.62
<b>Sum for 730, 2682</b>					<b>207.27</b>
<b>Sum for 730</b>					<b>107,144.84</b>
<b>Sum Total</b>					<b>107,144.84</b>

**Seven Oaks Community Development District**  
**Notes to Unaudited Financial Statements**  
**December 31, 2023**

**Balance Sheet**

1. Trust statement activity has been recorded through 12/31/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

**Summary A/R Ledger – Payment Terms**

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

**Summary A/R Ledger – Subsequent Collections**

5. General Fund – Payment for Invoice AR00001179 in the amount of \$40,949.07 was received in January 2024.
6. Debt Service Fund 200 – Payment for Invoice AR00001179 in the amount of \$5,824.85 was received in January 2024.
7. Debt Service Fund 202 – Payment for Invoice AR00001179 in the amount of \$9,556.18 was received in January 2024.

## **Tab 11**



# Quarterly Compliance Audit Report

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## Seven Oaks

**Date:** December 2023 - 4th Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*



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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

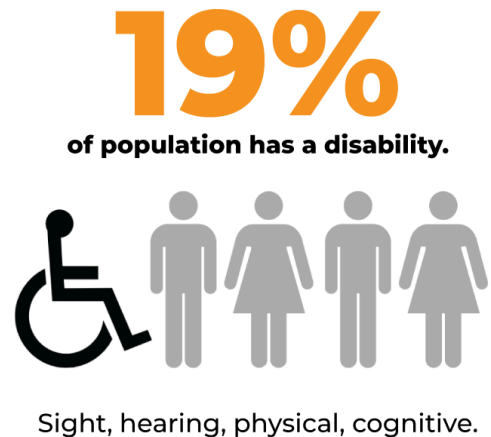
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>





## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## **Tab 12**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **SEVEN OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: January 29, 2024

**Submitted to:**

Seven Oaks  
Community Development District

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

January 29, 2024

Seven Oaks Community Development District

Re: Request for Proposal for Professional Auditing Services for the fiscal years ended September 30, 2024-2026.

Grau & Associates (Grau) welcomes the opportunity to respond to the Seven Oaks Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

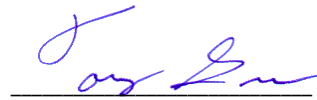
### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



Antonio J. Grau



# Firm Qualifications



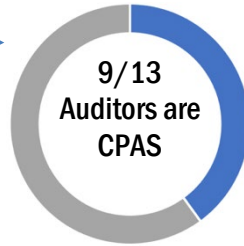
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



3 Partners  
10 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
**951 Yamato Rd Ste 280**  
**Boca Raton, FL 33431-1809**

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

**Peer Review Team**  
**FICPA Peer Review Committee**

**850.224.2727, x5957**

**cc: Daniel Hevia, Racquel McIntosh**

**Firm Number: 900004390114**

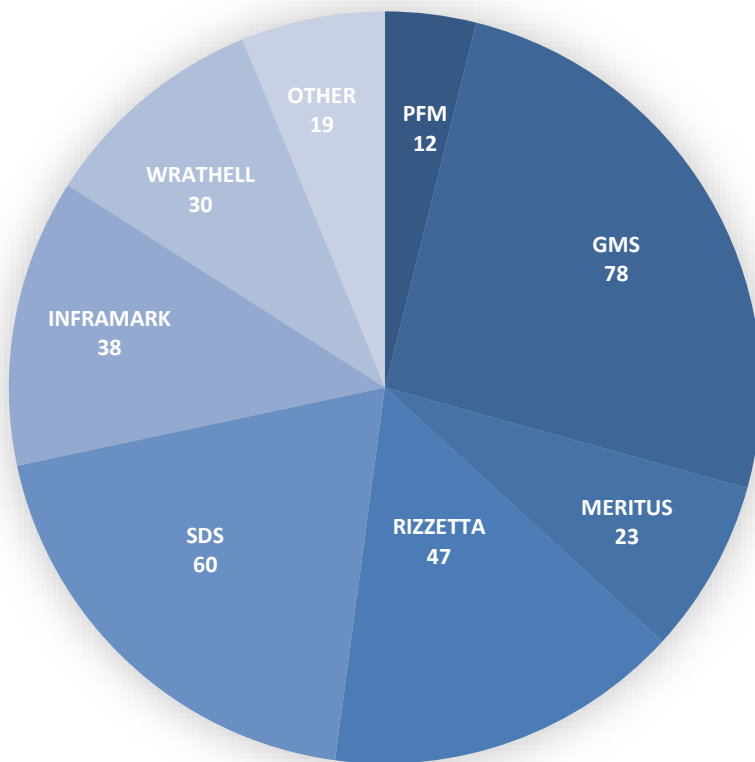
**Review Number: 594791**

## **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*58 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*64 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

- David Caplivski

## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



## Antonio 'Tony' J. Grau, CPA

### Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

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#### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

#### Education

University of South Florida (1983)

Bachelor of Arts

Business Administration

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#### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

#### Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

#### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	58
Total Hours	<u>82</u> (includes of 4 hours of Ethics CPE)





# David Caplivski, CPA/CITP, Partner

Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

## Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

## Education

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

## Certifications and Certificates

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

## Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

## Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	88 (includes 4 hours of Ethics CPE)

## Professional Associations

Member, American Institute of Certified Public Accountants  
 Member, Florida Institute of Certified Public Accountants  
 Member, Florida Government Finance Officers Association  
 Member, Florida Association of Special Districts



# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# **Cost of Services**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2026 are as follows:

<b>Year Ended September 30,</b>		<b>Fee</b>
2024		\$5,500
2025		\$5,600
2026		\$5,700
<b>TOTAL (2024-2026)</b>		<b><u>\$16,800</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.



# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>333</b>	<b>5</b>	<b>3</b>	<b>328</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing Seven Oaks Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

## **Tab 13**

MINUTES OF MEETING

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

SEVEN OAKS  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Seven Oaks Community Development District was held on **Wednesday, January 10, 2024, at 3:00 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Sean Grace	<b>Board Supervisor, Chairman</b>
Jack Christensen	<b>Board Supervisor, Vice Chairman</b>
Andrew Mendenhall	<b>Board Supervisor, Assistant Secretary</b>
Jon Tomsu	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Scott Brizendine	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Kathryn Hopkinson	<b>District Counsel, Straley, Robin &amp; Vericker</b>
Greg Woodcock	<b>District Engineer, Stantec</b>
Theresa DiMaggio	<b>Clubhouse Manager</b>
John Gentilella	<b>Field Ops Manager.</b>

Audience	<b>Present</b>
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments put forward at this time.

THIRD ORDER OF BUSINESS

Reports & Presentations

**A. District Engineer****1. Review of Draft Documents of the Bid Package for Road Resurfacing**

Mr. Woodcock reviewed the updated plans and talked about a bid alternative for brick paver replacement. He stated that 70% of pavers are cracked at one location and 30% at another.

Mr. Woodcock presented the timeline for the bid process, as well as noting the inclusion of a liquidated damage clause of \$500 / day, if needed, and a payment and performance bond in the bid documents. He stated that the required advertisement will run on February 23<sup>rd</sup>, a mandatory pre-bid meeting on March 8<sup>th</sup>, bids due in May, and an estimated start date of June or July due to a 60day construction period. He will bring the evaluation criteria for consideration at the board's February 14<sup>th</sup> meeting.

**2. Consideration of Proposal for Sign Repairs/ Replacement**

Mr. Woodcock stated that he is still waiting on a second proposal. The Board tabled this matter.

**B. District Counsel****1. Update Regarding Parcel S-12**

Ms. Hopkinson stated that there has been no update from Ms. Waller on this matter.

**2. Update Regarding Demand Letter Regarding Tennis Lessons Without an Agreement**

Ms. Hopkinson stated that she has not had any further information from Theresea. Ms. DiMaggio stated that the issue is still ongoing. A brief discussion was held regarding possible actions the District could take. It was decided to work on a sign-in form that says whether they are giving lessons or not.

**C. Field Operations Update**

Mr. Gentilella presented and reviewed his Field Manager's report. He spoke regarding the condition of the pool cabana frames and options for repairs, including using aluminum for the frames.

On a Motion by Mr. Mendenhall, seconded by Mr. Grace, with all in favor, the Board of Supervisors approved a not-to-exceed amount of \$12,000 to repair the pool cabana frames, for the Seven Oaks Community Development District.
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Mr. Tomsu informed the Board that he had been contacted by a homeowner regarding algae in pond 108. Mr. Gentilella stated that he would get a proposal for manual removal of the algae.

**D. Clubhouse Manager**

There was no report.

**E. District Manager**

Mr. Brizendine informed the Board the next regular meeting will be held on Wednesday, February 7, 2024, at 6:00 p.m. at the Seven Oaks Clubhouse.

**a. Review of District Management Report**

Mr. Brizendine presented the District Management Report to the Board, noting the gate agreement has been updated. The Board requested that all language regarding ownership of cameras be removed. District Counsel will revise accordingly.

Mr. Brizendine reminded the Board of their electronic filing requirements for Form 1's this year, as well as providing them with the dates of the qualifying period for the upcoming general election.

**b. Review of Financial Statements**

Mr. Brizendine presented the Financial Statements to the Board.

**FOURTH ORDER OF BUSINESS**

**Consideration of Establishment of  
Audit Committee**

Mr. Mendenhall recommended that the Board consider obtaining a proposal from Grau & Associates for 3 more years of auditing services, before going through the RFP process.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of the  
Board Supervisors' Meeting held on  
December 13, 2023, and O&M  
Enterprise Fund and General Fund  
Expenditures for December 2023**

On a Motion by Mr. Mendenhall, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on December 13, 2023, and the O&M General Fund Expenditures (\$369,765.46) and the O&M Enterprise Fund (\$10,332.03) for December 2023, as presented, for the Seven Oaks Community Development District.

**SIXTH ORDER OF BUSINESS**

**Supervisor Requests**

Mr. Tomsu requested that the Driveway Apron Agreement be reviewed. District Counsel stated that she would review the agreement and make any changes she feels are necessary and bring it back to the Board.

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Mr. Christensen inquired about drainage issues on sidewalks due to the swale between homes. The Board summarized discussion on the matter from an earlier meeting, noting that it was decided that the homeowners will be responsible to install a yard drain if they wish.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Brizendine requested a motion from the Board to adjourn the meeting.

On a Motion by Mr. Grace, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors adjourned the meeting at 4:27 p.m. for Seven Oaks Community Development District.

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Assistant Secretary

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Chairman/Vice Chairman