



Rizzetta & Company

Seven Oaks Community Development District

**Board of
Supervisors' Meeting
May 8, 2024**

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

www.sevenoakscdd.com

**SEVEN OAKS
COMMUNITY DEVELOPMENT DISTRICT**

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

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

May 1, 2024

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Seven Oaks Community Development District will be held on **Wednesday, May 8, 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 on Milling and Resurfacing Project..... Tab 1
 2. Discussion of Changing of Signage at Lakeside Tab 2
 3. Update on Dumpster Exhibit for Amenity Center.... Tab 3
 - B. District Counsel
 1. Update Regarding Parcel S-12
 - C. Field Operations Manager
 1. Presentation of Field Manager's Report..... Tab 4
 - D. Clubhouse Manager
 1. Presentation of Clubhouse Manager's Report Tab 5
 - E. District Manager
 1. Review of District Manager's Report..... Tab 6
 2. Review of Financial Statements..... Tab 7
 3. Presentation of Registered Voter Count..... Tab 8
- 4. BUSINESS ITEMS**
 - A. Discussion of Policies for Infractions and Misuse of District Amenities Tab 9
 - B. Discussion of Planting Additional Foliage to Replace Dead/Missing Area behind 27138 Fern Glade Court
 - C. Update on Pasco County Commissioners

- 5. **CONSENT AGENDA/BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on April 10, 2024 Tab 10
 - B. Consideration of Minutes of the Board of Supervisors' Continued Meeting held on April 22, 2024 Tab 11
 - C. Ratification of April 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**

Bid 2024-2



**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

May 2024

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ADVERTISEMENT OF PROPOSAL

SECTION I – REQUEST FOR PROPOSALS
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 **2:00 P.M., LOCAL TIME, June 24, 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. **Proposals are to be sent via UPS, FedEx, or DHL.**

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 and 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 non-mandatory pre-proposal conference will be held at 11am. on May 21, 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.

SECTION II
INSTRUCTIONS TO PROPOSERS

SECTION II - INSTRUCTIONS TO PROPOSERS

1. 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.

2. 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 are to be sent via UPS, FedEx or DHL. 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 2:00 P.M. LOCAL TIME, MONDAY, **June 24, 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^{1/2}" 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 Statue 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 the by 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 of 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 and 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. All testing shall be per the Pasco County Standards for material testing.
- 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 County Standards 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 (2nd) 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 shown on the plans are to be 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 CONTRACTOR. Bench marks and elevations set by the CONTRACTOR will be shown and explained to the ENGINEER. 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 portion 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 **(90)** 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

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. Modification of irrigation associated with the work and incidentals are to be included in this pay item if there is not a specific pay item reference for the related work.

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

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-stripping 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

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

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

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

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

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 IMPROVMENTS** 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
AND FAULKNER ENGINEERING
CORE SAMPLE TESTING REPORT

SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT

PAVEMENT REHABILITATION PROJECT

AMBERSIDE AND COVENTRY COMMUNITIES

PLANS PREPARED FOR:

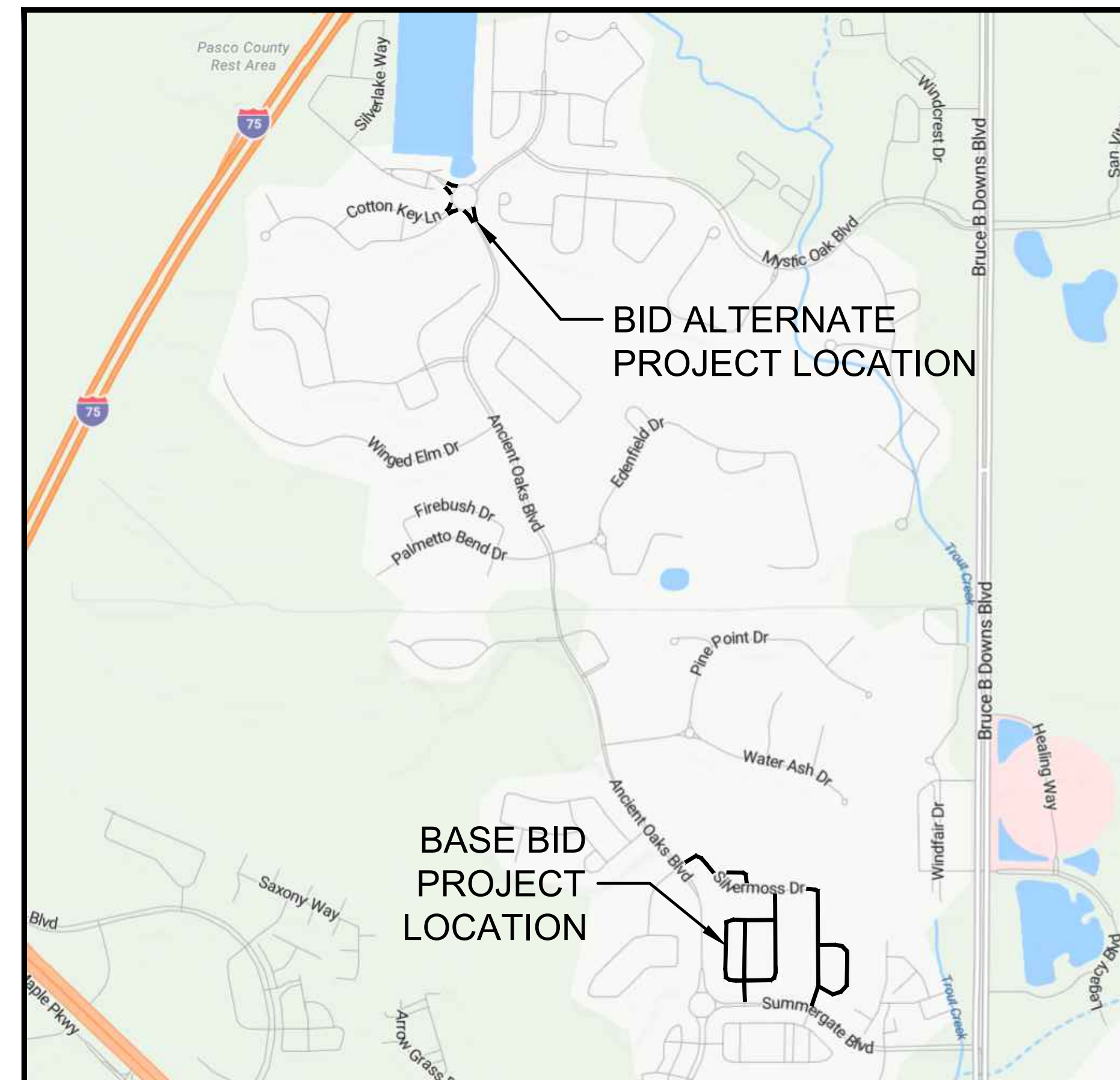


5844 OLD PASCO ROAD, SUITE 100
WESLEY CHAPEL, FLORIDA 33544

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

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

LOCAL UTILITY PROVIDERS

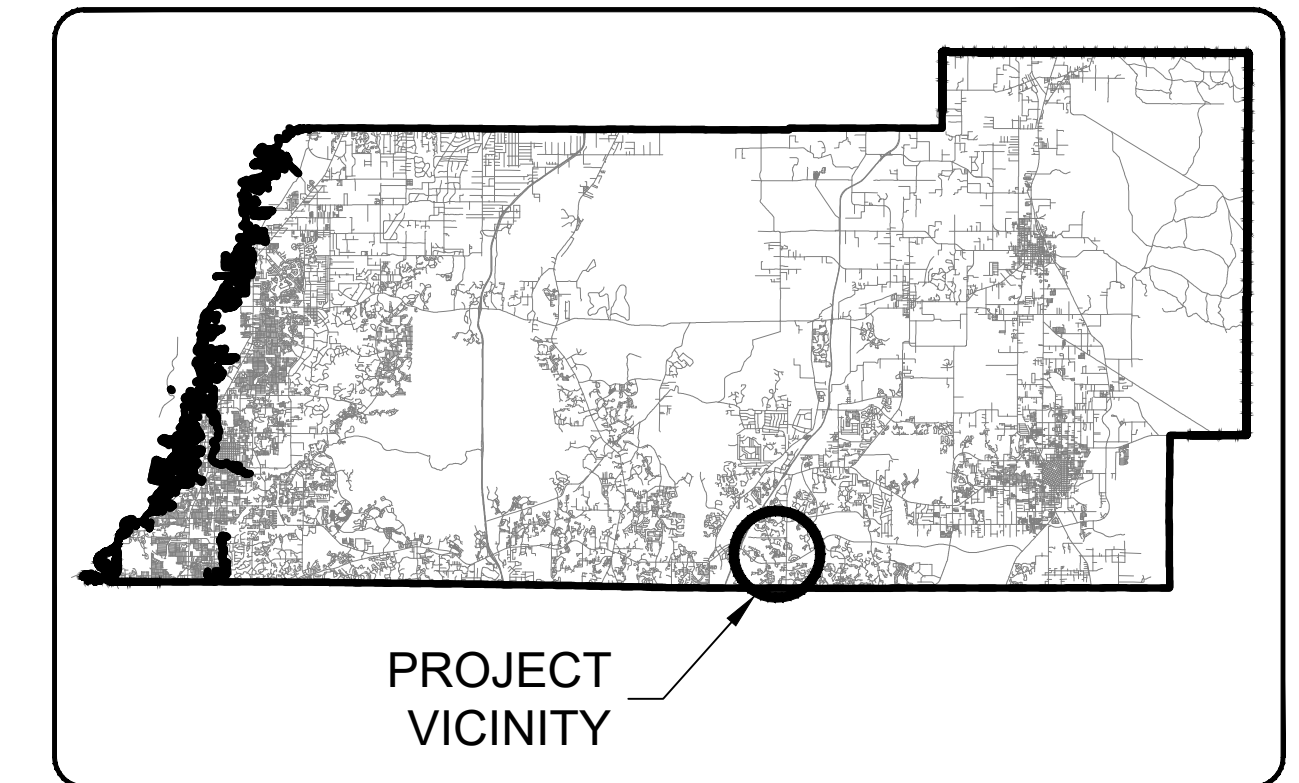
COMPANY
FRONTIER COMMUNICATIONS
PASCO COUNTY UTILITIES
TECO PEOPLES GAS - TAMPA
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE

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	X
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	PROJECT LAYOUT (BASE BID)
5	PROJECT LAYOUT (BID ALTERNATES)
6	GENERAL NOTES
7-9	ROADWAY PLANS (BASE BID)
10	ROADWAY PLAN (BID ALTERNATES)
11-13	PAVEMENT MARKING PLANS (BASE BID)
14	PAVEMENT MARKING PLAN (BID ALTERNATES)

PROJECT SURVEYOR	PROJECT MANAGER GREG WOODCOCK	PROJECT DESIGNER FRANK NOLTE
CHECKED BY _____		DATE _____
Copyright Reserved <small>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.</small>		ENGINEER OF RECORD VASIL G. KOSTAKIS, PE LICENSE NO: 86613
<small>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.</small>		

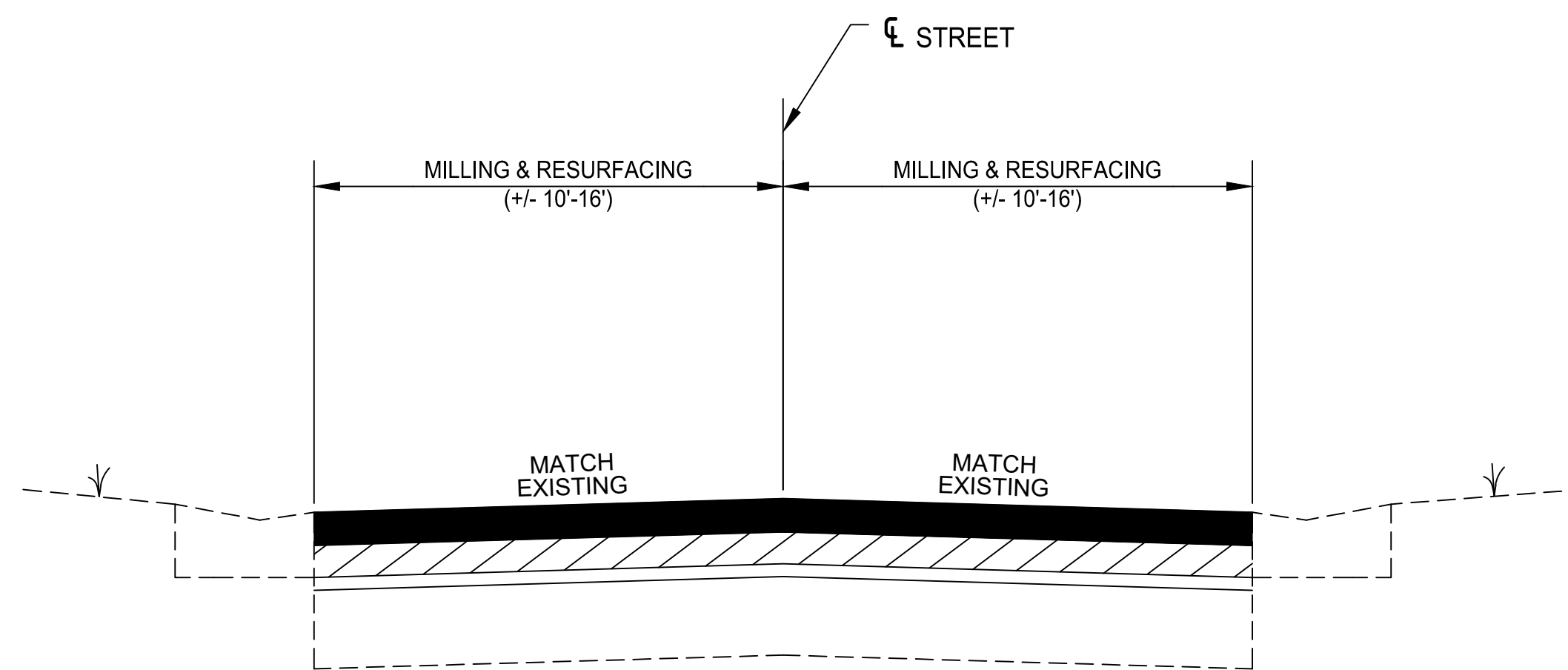
MAY 2024

Project Number: 215612049

SHEET NO.

1

\\US075-PR030\Shared_projects\215612049\Seven Oaks\Project\Map And Resurface\2024\Map And Resurface\Sheets\COVER.dwg
2024/04/30 2:52 PM By: Nalle Frank



TYPICAL SECTION NO. 1

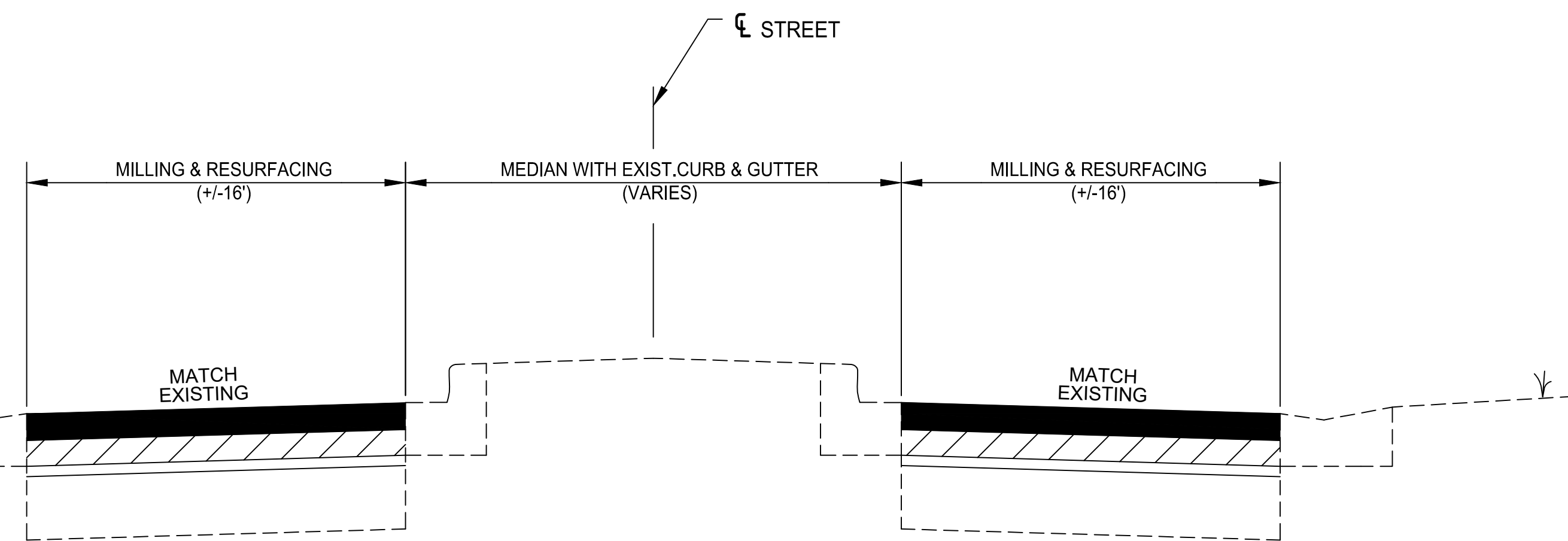
AMBERSIDE WAY, SILVERMOSS DRIVE,
ROSEHAVEN DRIVE, BAYBROOK LOOP, SPRING HOLLOW LOOP
(LOCAL ROADS)

MILLING

MILL EXISTING ASPHALT PAVEMENT (2" DEPTH)

RESURFACING

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



TYPICAL SECTION NO. 2

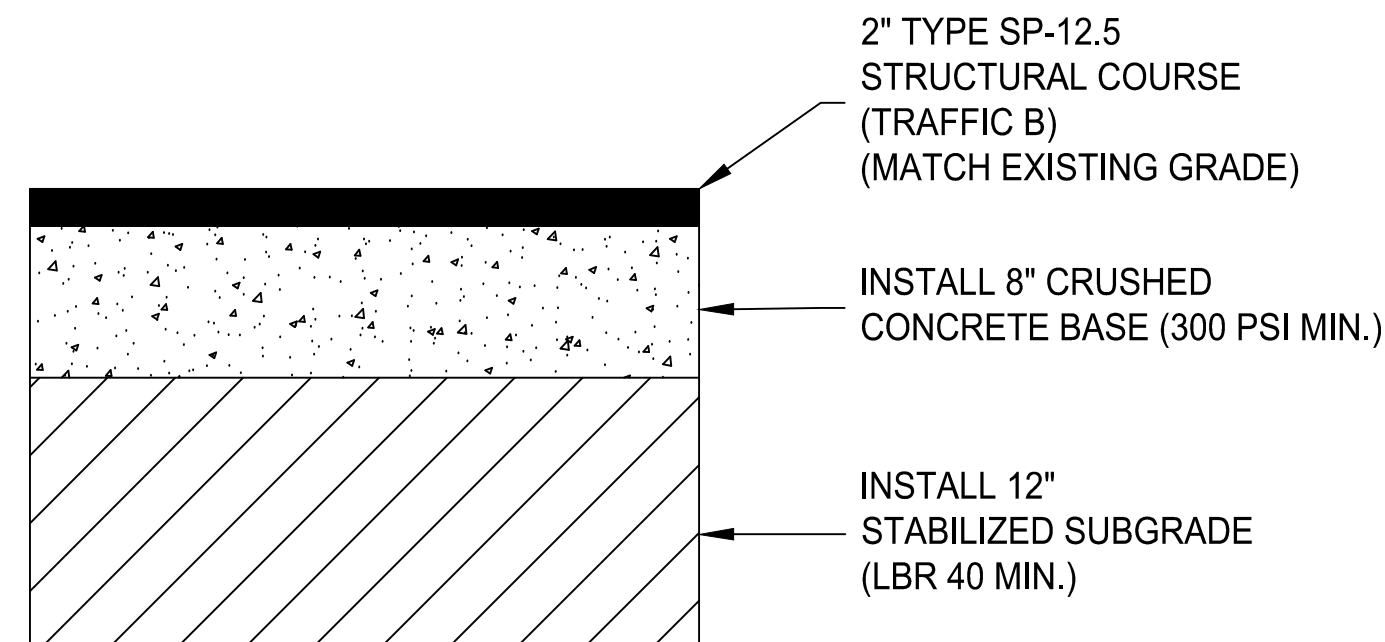
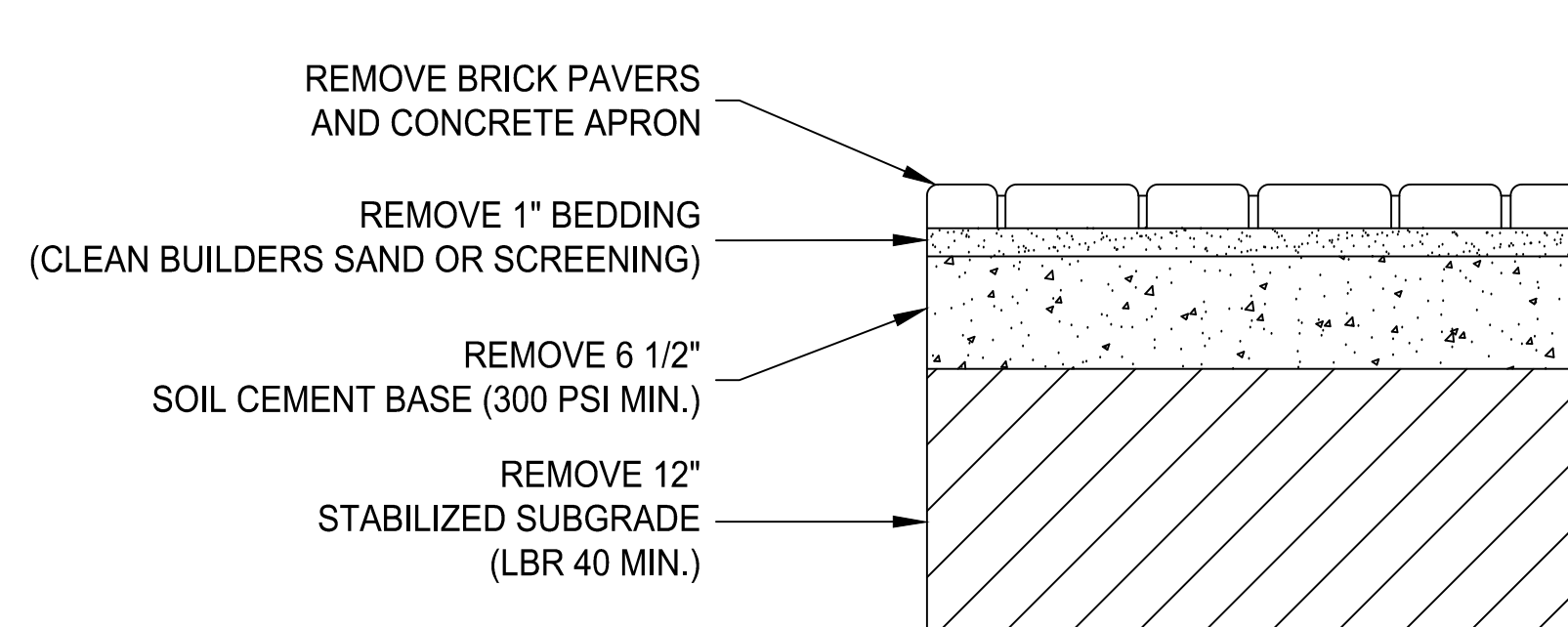
AMBERSIDE WAY AND SILVERMOSS DRIVE
(ENTRANCE ROADS)

MILLING

MILL EXISTING ASPHALT PAVEMENT (2" DEPTH)

RESURFACING

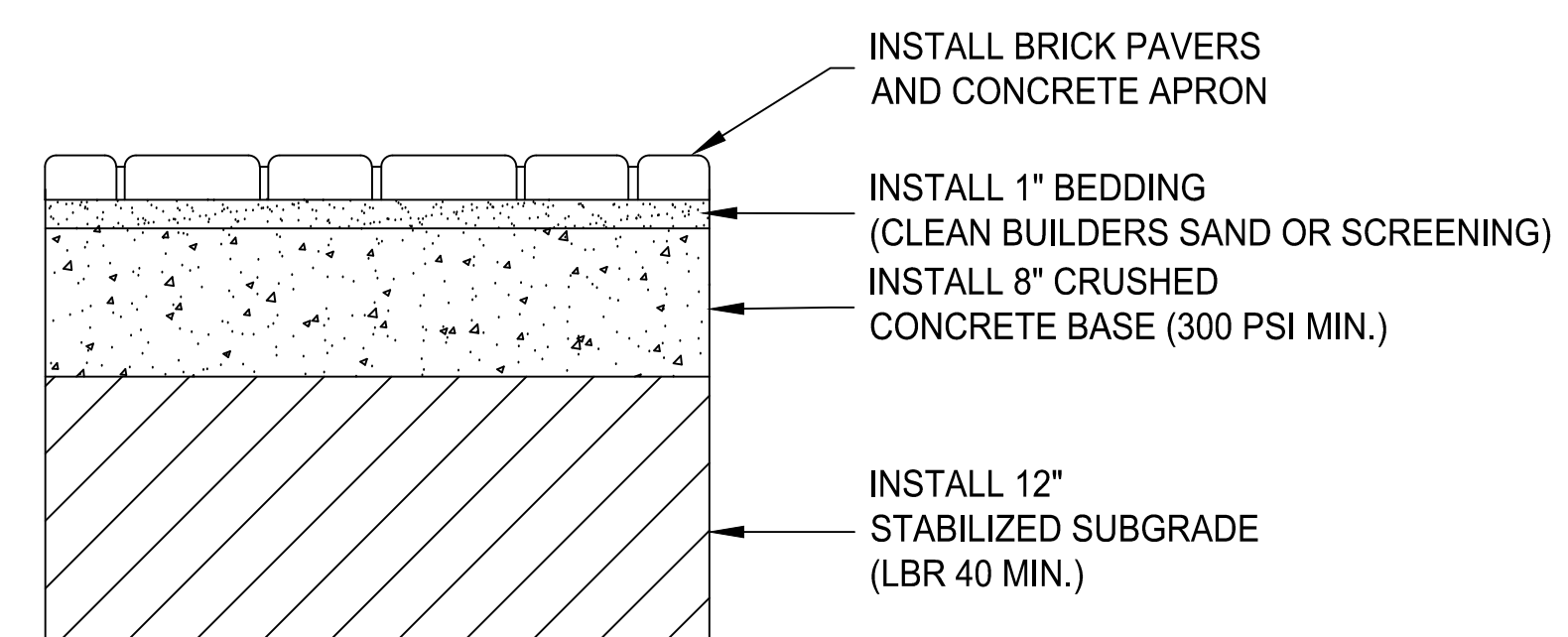
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (2" DEPTH)



REMOVAL OF EXISTING BRICK PAVER SECTION PROPOSED ROADWAY RECONSTRUCTION

TYPICAL SECTION NO. 3

PAVER REMOVAL / ASPHALT REPLACEMENT
(BID ALTERNATE A)



PROPOSED BRICK PAVER RECONSTRUCTION
(BID ALTERNATE B)

TYPICAL SECTION NO. 3A

NOTES:

- LIMEROCK OR OTHER EXISTING BASE MATERIAL MAY BE ENCOUNTERED DURING MILLING OPERATIONS.
- IT IS PREFERABLE 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.
- STATIC COMPACTION ONLY.
- A MINIMUM STRUCTURAL NUMBER OF 2.46 IS REQUIRED.



Stantec Consulting Services Inc.
380 PARK PLACE BLVD, SUITE 300
CLEARWATER, FL 33739 Tel. 727.431.3505
www.stantec.com
FL Lic. # LC-C000170
Certificate of Authorization #27013

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. This drawing is to be used only for the project and site conditions shown. Reproduction or use for any purpose other than that authorized by Stantec is prohibited.

Revision	By	Appd.	YY.MM.DD	Issued	By	Appd.	YY.MM.DD

SEVEN OAKS CDD

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

TYPICAL SECTIONS

Permit-Seal

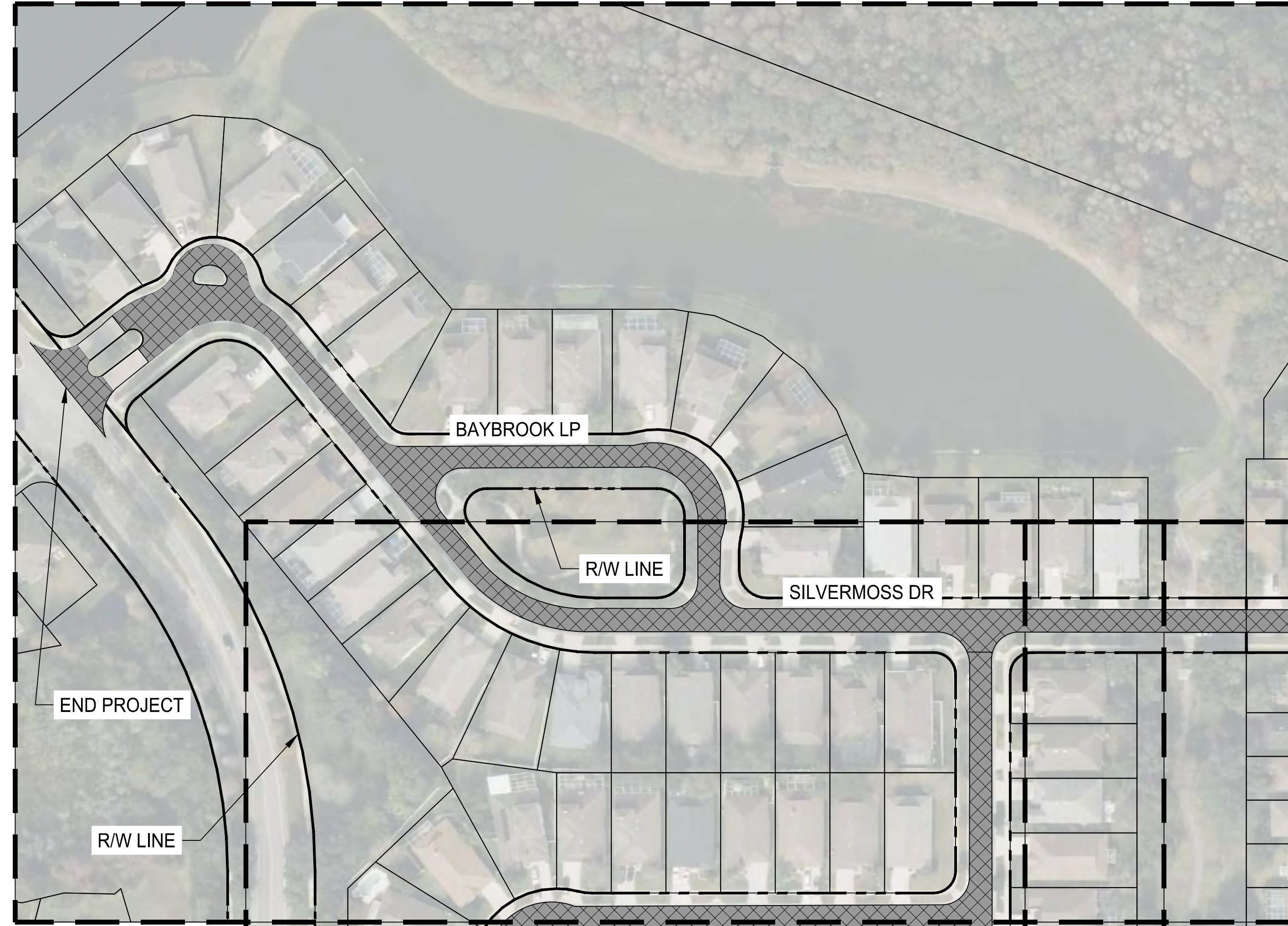
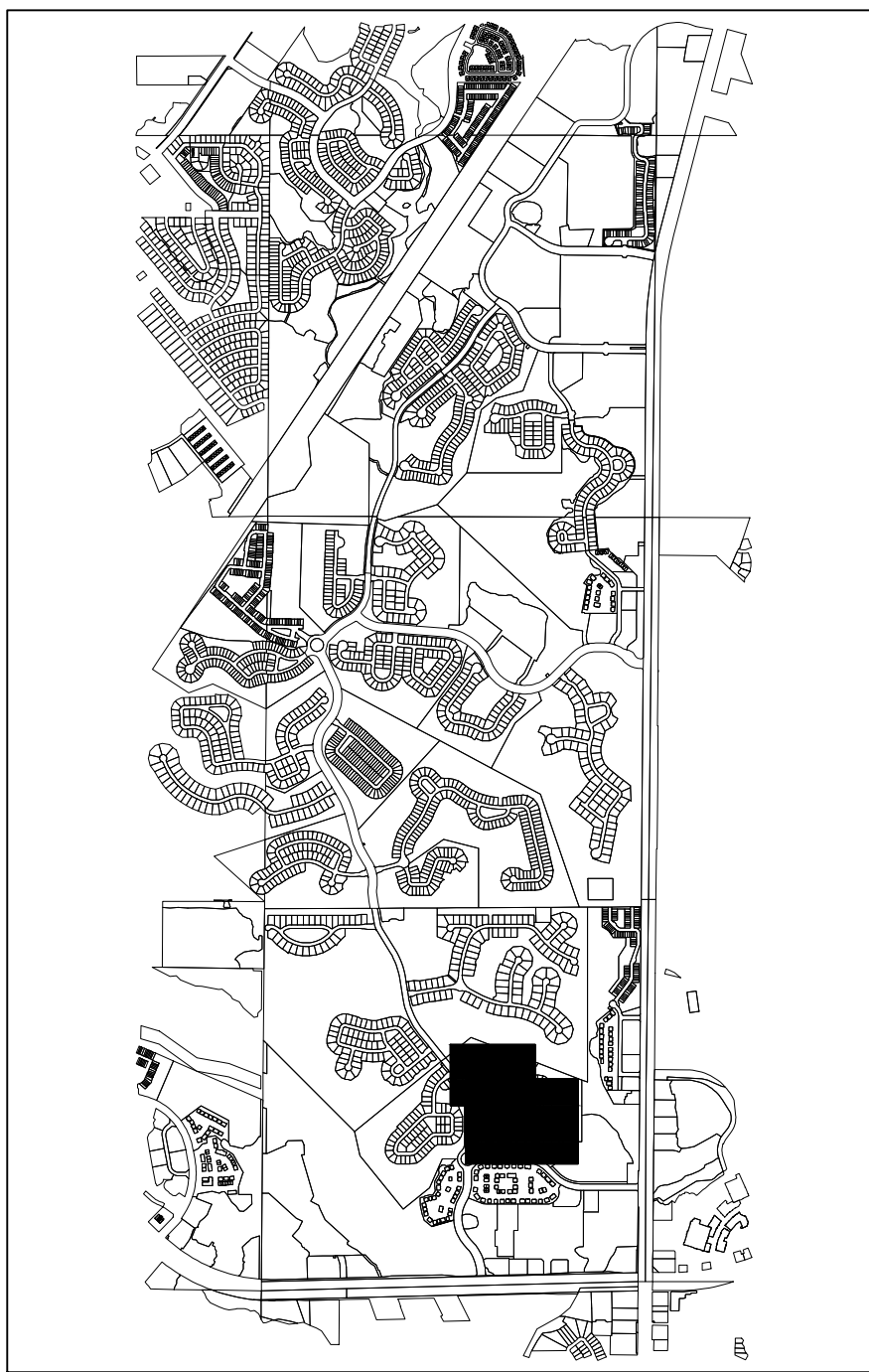
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File Name:	GENERAL NOTES.DWG		
RFN	G/JW	RFN	12.31.23
Dwn.	Chkd.	Dsgn.	YY.MM.DD

Sheet

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\\US076-PP0301\shared_projects\215612049\Seven Oaks\Roadway Plans\Roadway Plans.dwg, 2024/04/09 2:38 PM By: Nabilo, Frank

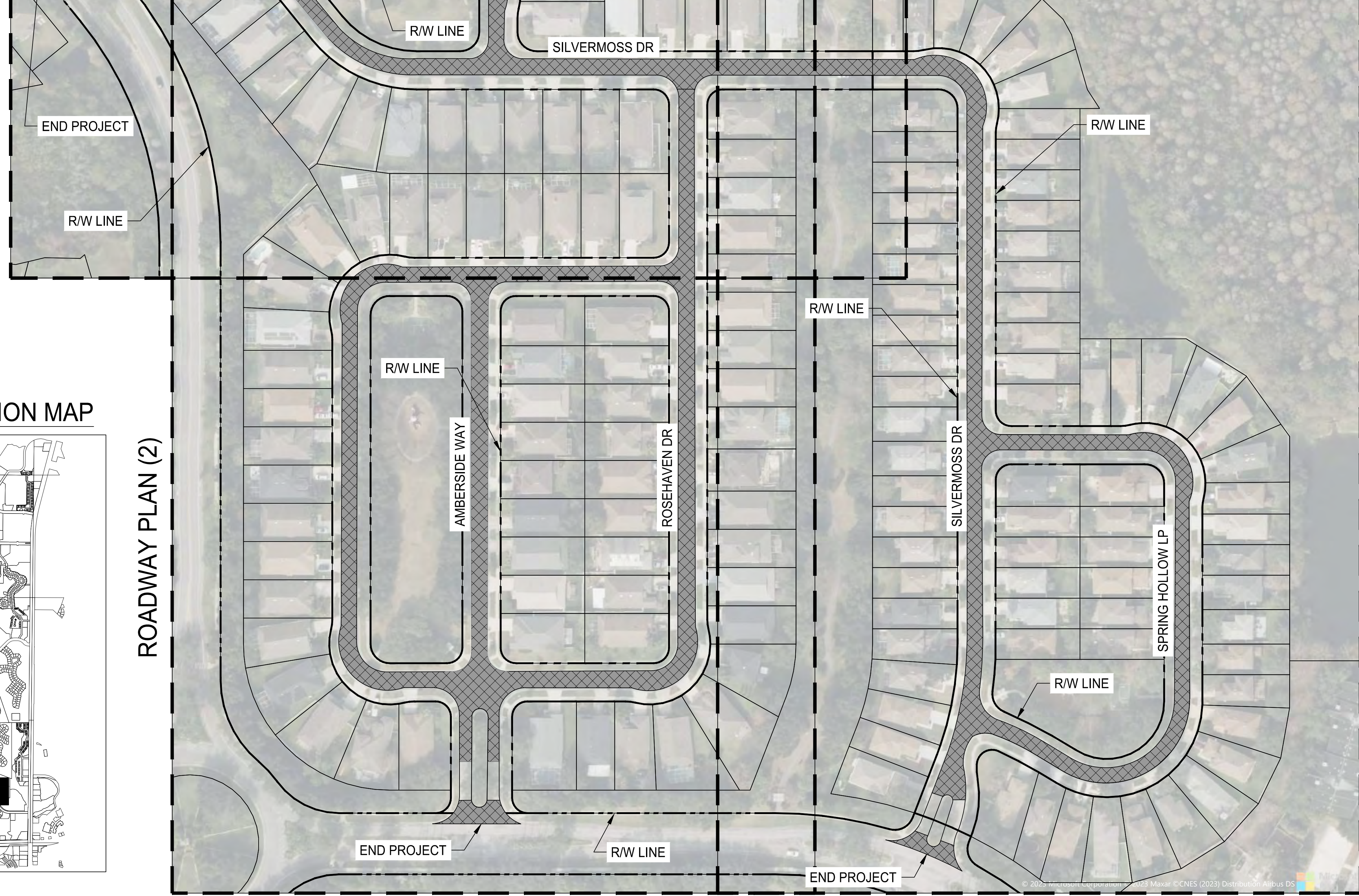
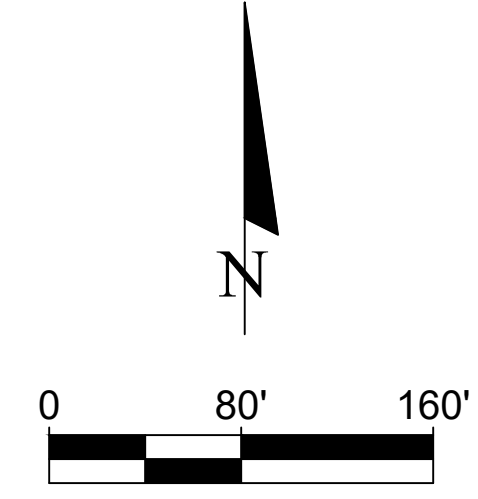
SHEET LOCATION MAP



ROADWAY PLAN (1)

LEGEND

ASPHALT PAVEMENT (MILLING AND RESURFACING)



ROADWAY PLAN (2)

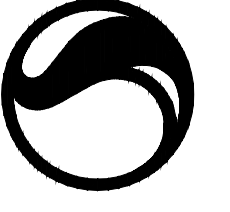
ROADWAY PLAN (3)

SEVEN OAKS CDD
PAVEMENT REHABILITATION PROJECT
AMBERSIDE AND COVENTRY COMMUNITIES
WESLEY CHAPEL, PASCO COUNTY FLORIDA
PROJECT LAYOUT (BASE BID)

Permit-Seal

Project Number:	215612049		
File Name:	ROADWAY PLANS.DWG		
RFN:	GJW	RFN:	23.12.31
Dwn:	Chkd.	Disgn:	YYMM.DD

Sheet



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CLEARWATER, FL 33759 Tel: 727.431.8505
www.stantec.com
FL LIC: # LC0000170
Certificate of Authorization #27013

The Contractor shall verify and be responsible for all dimensions, DO NOT scale. The Contractor shall verify and be responsible for all dimensions, DO NOT scale. The Contractor shall verify and be responsible for all dimensions, DO NOT scale. The Contractor shall verify and be responsible for all dimensions, DO NOT scale. The Contractor shall verify and be responsible for all dimensions, DO NOT scale.

Revision	By	Appd.	Y1.MM.DD

Issued	By	Appd.	Y1.MM.DD

CONSTRUCTION NOTES

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.

UTILITY NOTES

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:

COMPANY	CONTACT	PHONE NUMBER
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

TRAFFIC CONTROL NOTES

1. MAINTENANCE OF TRAFFIC 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.



Stantec Consulting Services Inc.
380 PARK PLACE BLVD, SUITE 300
CLEARWATER, FL 33759 Tel. 727.431.3505
www.stantec.com
FL Lic. # LC-C000170

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. This drawing is for construction or use for any purpose other than that authorized by Stantec's field office.

By	Appd.	YY.MM.DD
Revision		
Issued		

SEVEN OAKS CDD

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

GENERAL NOTES

Permit-Seal

Project Number: 215612049			
File Name: GENERAL NOTES.DWG			
R/N	G/JW	R/N	12.31.23
Dwn	Chkd.	Dsgn.	YY.MM.DD

Sheet

October 3, 2023

Mr. Frank Nolte
Seven Oaks CDD
C/O Stantec
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

RE: SEVEN OAKS SUBDIVISION
Report of Roadway Observations
Pasco County, Florida
FES Project No.: 23-5937

Dear Mr. Nolte:

Faulkner Engineering Services, LLC (FES) performed the requested pavement observations in general accordance with FES proposal no. P23-9070 dated July 12, 2023 and authorized by you. The purpose of our study was to observe the existing asphalt pavement and provide recommendations for maintenance.

On August 17, 2023, we were requested to study:

Amberside Way
Rosehaven Drive
Silvermoss Drive
Baybrook Loop
Spring Hollow Loop

Observations

FES representatives visited the site on July 11, August 18, and 21, 2023 and visually observed the existing conditions of the roadways. Road conditions were visually observed to exhibit the following conditions:

- Cracking, and
- Raveling

Cracking was observed throughout the development. Please refer to Figure Nos. 1, 2, and 4. Asphalt cracking can occur from causes such as loading, water intrusion, or movement of base or subgrade. In our experience, the cracking observed appeared to be primarily due to fatigue from loading and wear. Evidence of movement of the base or subgrade does not appear to be a cause of cracking.



Figure No. 1. Cracking Condition Observed on Amberside Way.

Raveling was observed throughout the development, primarily along the curb and at turns. Please refer to Figure Nos. 3 and 4. Raveling is the gradual, progressive loss of surface material caused by the loss of fine and increasingly larger aggregate from the surface. In our experience, the raveling observed appeared to be primarily due to fatigue from loading and wear.



Figure 2. Cracking Condition Observed on Spring Hollow Loop.

Procedure

FES representatives mobilized a portable drill to cut four-inch diameter core samples of the asphalt pavement. The core samples were marked and thickness was recorded. The base was cored and removed to observe composition and measure approximate thickness of the base layer. A hand auger was utilized to sample approximately twelve-inches below the bottom of the base. Representative samples of the subgrade were collected and visually classified.



Figure 3. Raveling Condition Observed on Rose Haven Drive.

Discussion

A total of fifteen core locations were chosen for representative sampling. Please refer to the attached sketch of core locations and Report E1.

Subgrade: The samples of the subgrade obtained from the core locations below the base material consisted of Brown Silty Sand or Brown Silty Sand with Aggregate. The fifteen subgrade samples were suitable soils. Causes of the cracking and raveling conditions of the asphalt do not appear to be related to an issue with the subgrade.

Base: Crushed concrete base was observed at the fifteen core locations. The thickness of the base layer varied between six- and seven- inches thickness. The base composition and thickness are appropriate for residential roadways. Base composition and thickness do not appear to be related to the cracking and raveling conditions noted for the asphalt layer.

Asphalt: The asphalt layer thickness varied between 1.50 and 2.75 inches among the fifteen core locations. The thickness measurements of the asphalt layer are appropriate for residential roadways. Asphalt thickness does not appear to be related to the cracking and raveling conditions noted.



Figure No. 4. Raveling and Cracking Conditions Observed on Rosehaven Drive.

Conclusion

Based on our observations of the subgrade and base at the fifteen core locations, the cracking and raveling conditions noted of the asphalt layer do not appear to be related to an issue with the subgrade or base. The asphalt thickness measurements of the fifteen core locations were appropriate for residential roadways. Based on our observations and data from the fifteen core samples, it is my opinion that the cracking and raveling conditions of the asphalt are related to fatigue due to loading and wear. Replacement of the asphalt layer only is recommended.

If you have any questions, please call or send an e-mail.

Respectfully,

Faulkner Engineering Services, LLC

John R. Gregos, P.E.
FL License No.58628

Attachments: Sketch of Core Locations
Report No. E1

Seven Oaks CDD

FES 23-5937

Legend





2734 Causeway Center Drive, Tampa, FL 33619
 813-621-8168 Office
 813-621-8232 Fax
 www.faulknereng.com

SEVEN OAKS SUBDIVISION
 Pasco County, Florida

Client: Mr. Frank Nolte
 Seven Oaks CDD
 c/o Stantec
 3434 Colwell Avenue, Suite 200
 Tampa, Florida 33614

Report Date: October 3, 2023
 Project Number: 23-5937

REPORT OF ROADWAY EXISTING CONDITIONS
 Report Number: E1

LOCATION		SUBGRADE Composition	BASE		ASPHALT Total Measured Asphalt Thickness (in)
Thickness Check Number	Thickness Check Location		Composition	Measured Base Thickness (in)	
Core 1	2714 Silvermoss Drive	Brown Silty Sand	Crushed Concrete	7	2
Core 2	27543 Baybrook Loop	Brown Silty Sand	Crushed Concrete	7	1 3/4
Core 3	27613 Baybrook Loop	Brown Silty Sand with Aggregate	Crushed Concrete	6	2 1/2
Core 4	2629 Silvermoss Drive	Brown Silty Sand with Aggregate	Crushed Concrete	6	2 1/2
Core 5	2642 Rosehaven Drive	Brown Silty Sand	Crushed Concrete	6	1 1/2
Core 6	2552 Rosehaven Drive	Brown Silty Sand	Crushed Concrete	6	2 1/2



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Client: Mr. Frank Nolte
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 c/o Stantec
 3434 Colwell Avenue, Suite 200
 Tampa, Florida 33614

Report Date: October 3, 2023
 Project Number: 23-5937

REPORT OF ROADWAY EXISTING CONDITIONS
 Report Number: E1

Thickness Check Number	LOCATION Thickness Check Location	SUBGRADE Composition	BASE		ASPHALT Total Measured Asphalt Thickness (in)
			Composition	Measured Base Thickness (in)	
Core 7	2404 Amberside Way	Brown Silty Sand	Crushed Concrete	7	2
Core 8	2418 Rosehaven Drive	Brown Silty Sand	Crushed Concrete	6	2 1/2
Core 9	2506 Rosehaven Drive	Brown Silty Sand	Crushed Concrete	7	2
Core 10	East of 2546 Silvermoss Drive	Brown Silty Sand	Crushed Concrete	7	2 1/2
Core 11	2442 Silvermoss Drive	Brown Silty Sand	Crushed Concrete	7	2
Core 12	2402 Silvermoss Drive	Brown Silty Sand with Aggregate	Crushed Concrete	6 1/2	1 3/4



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SEVEN OAKS SUBDIVISION
 Pasco County, Florida

Client: Mr. Frank Nolte
 Seven Oaks CDD
 c/o Stantec
 3434 Colwell Avenue, Suite 200
 Tampa, Florida 33614

Report Date: October 3, 2023
 Project Number: 23-5937

REPORT OF ROADWAY EXISTING CONDITIONS
 Report Number: E1

Thickness Check Number	LOCATION Thickness Check Location	SUBGRADE Composition	BASE		ASPHALT Total Measured Asphalt Thickness (in)
			Composition	Measured Base Thickness (in)	
Core 13	2316 Spring Hollow Loop	Brown Silty Sand	Crushed Concrete	6	2
Core 14	2400 Spring Hollow Loop	Brown Silty Sand	Crushed Concrete	7	2
Core 15	2436 Spring Hollow Loop	Brown Silty Sand	Crushed Concrete	7	2 3/4

Groundwater was not encountered at the sampling locations.

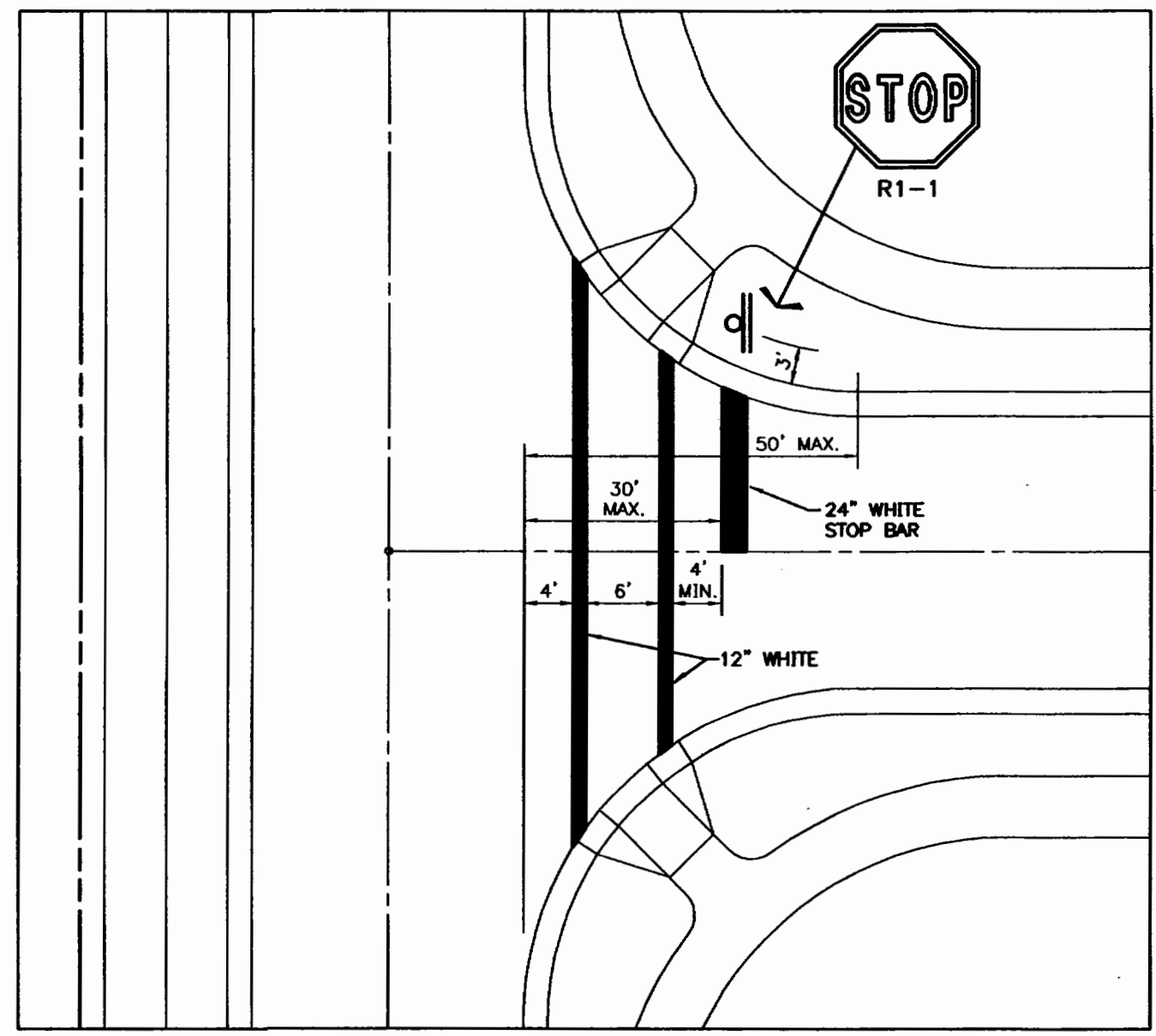
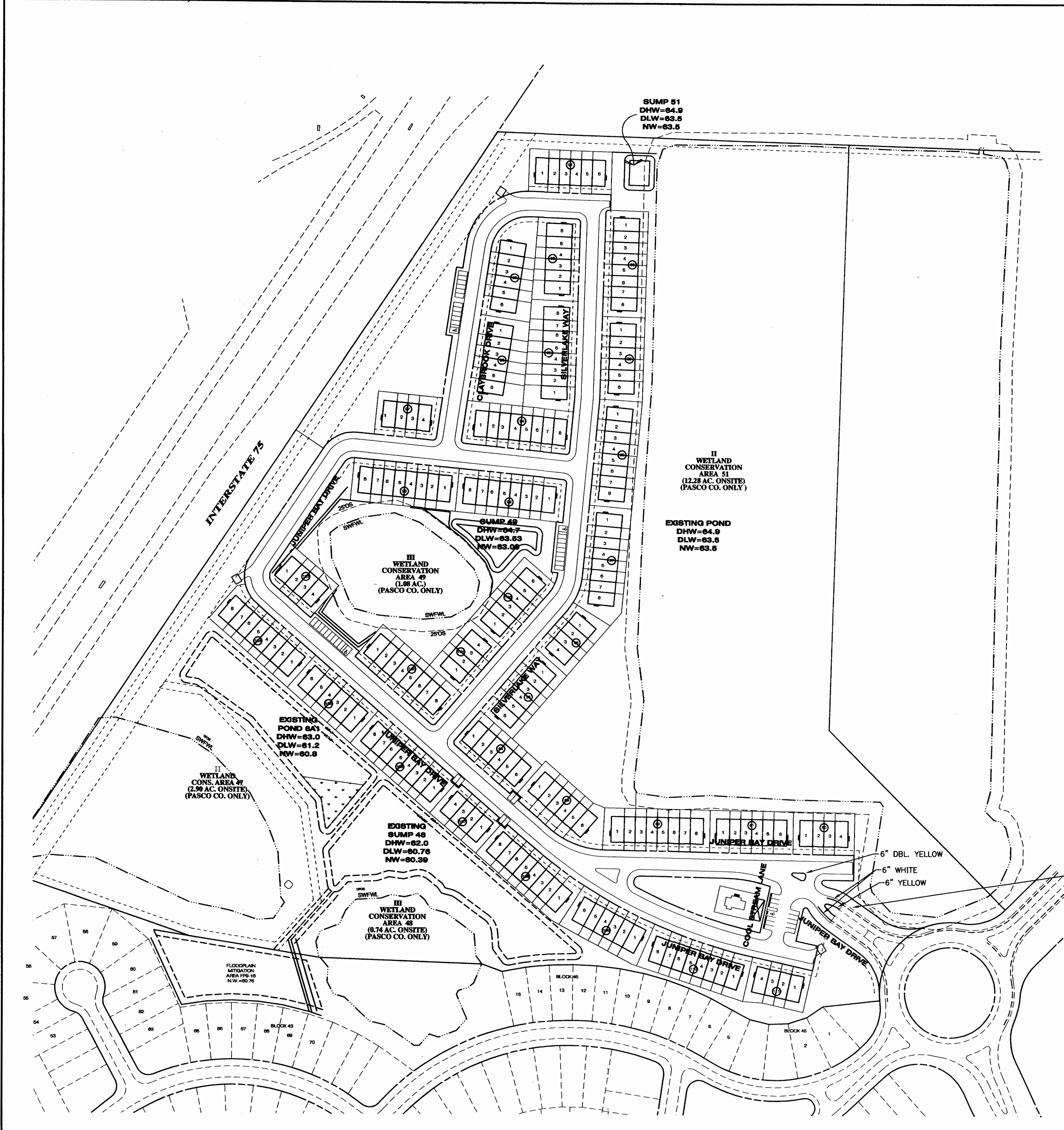
Respectfully Submitted,
 Faulkner Engineering Services, Inc.

Signature
 MAY 10/23

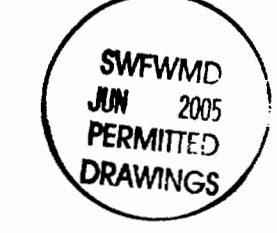
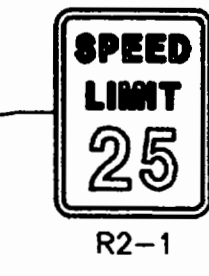
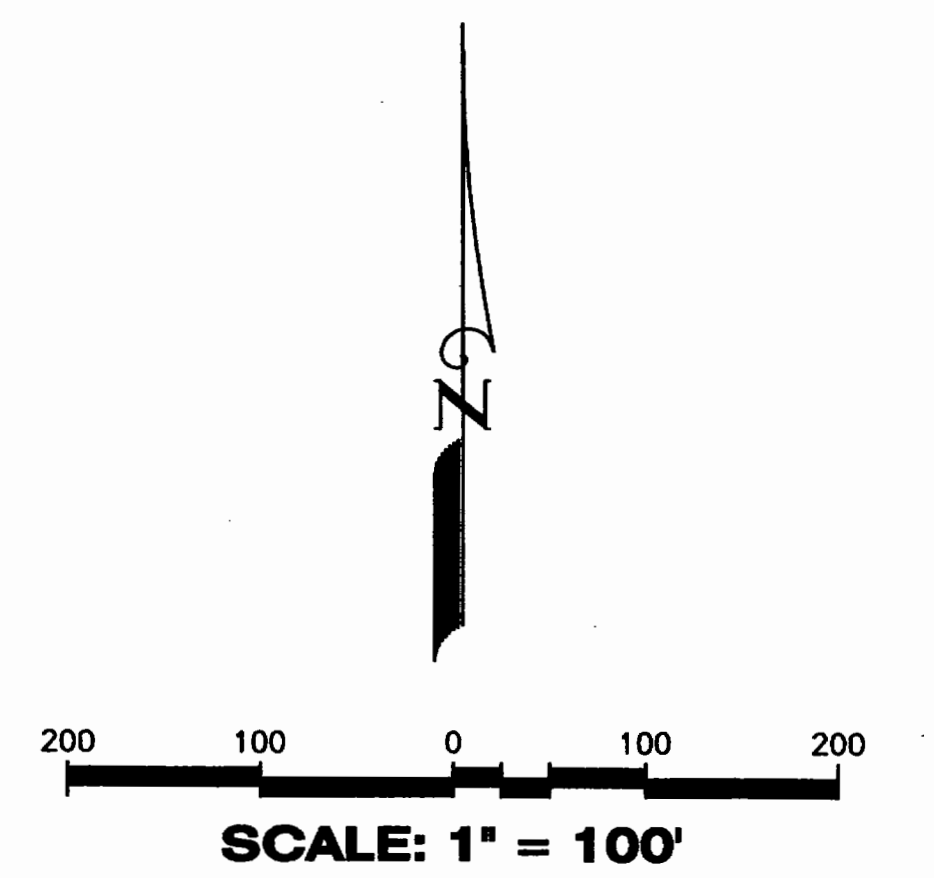
John R. Gregos, Jr., P.E.
 Florida License No. 58628

Recipient: Seven Oaks CDD (Frank Nolte E-mail)

Tab 2



INTERSECTION DETAIL
NTS



Engineering Business Certificate of Authorization No. 148 HEIDT & ASSOCIATES, Inc. Tampa • Fort Myers • Sarasota-Manatee		SIGNING & PAVEMENT MARKING PLAN	
Tampa Office 2212 Swann Avenue Tampa, Florida 33606 Phone: 813-253-8311 Pinellas: 727-442-8536 Pasco: 727-842-2401 FAX: 813-253-2478		JOB NO. CRN-SB-482	SEVEN OAKS PARCEL S-6A
DATE: <i>David G. Fukan</i> DAVID G. FUKAN P.E. NO. 33133 FLORIDA PROFESSIONAL ENGINEER		DESIGN DUNCAN	PREPARED FOR: SB ASSOCIATES LIMITED PARTNERSHIP
DATE: 03-10-05		ELEVATIONS based on National Geodetic Vertical Datum 1988 (NGVD 88) Conversion from NGVD 29 to NAVD 88 = -0.82 Feet	
REVISIONS		FILE SPM	SHEET 17 OF 28 SHEETS

03-11-05 8:18AM HEIDT & ASSOC. MARTD:\P\BIDDLEBROOK EAST GROWN\PARCEL S-6A\ENGINEERING\SPM.DWG 44020102.036

FILE: \\US0705-PFP-SS01\shared_projects\21612049\Seven Oaks\Project\Juniper Bay_Signing and Pavement Marking\Signing and Pavement Marking Exhibit.dwg LAST SAVED: Mon, 04/08/24:2:37p PLOTTED: Mon, 04/08/24:3:32p BY: fnohe



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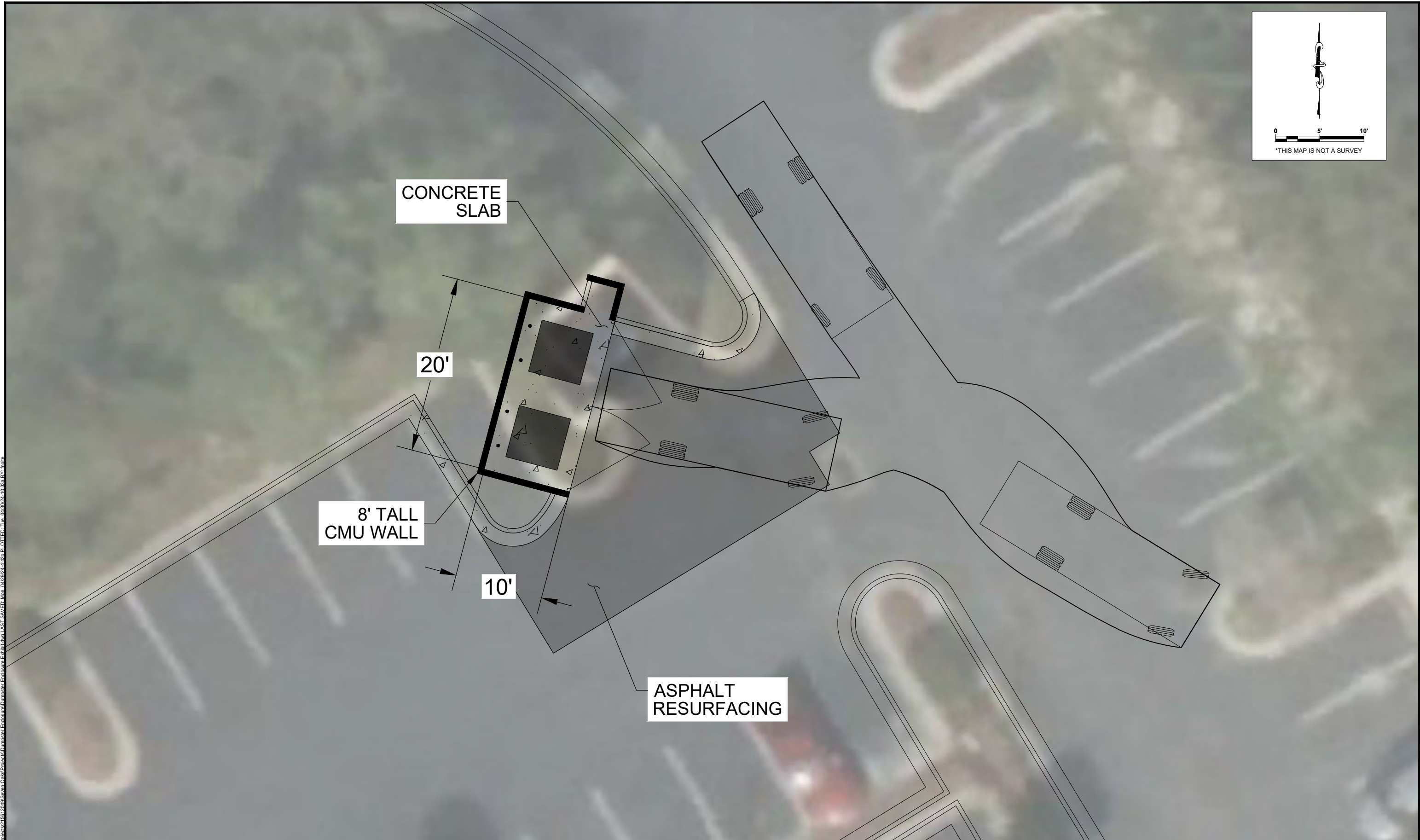
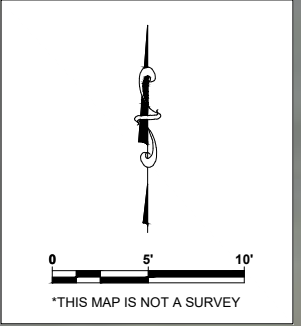


Stantec

JUNIPER BAY DRIVE AT COOL STREAM LANE
SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT

FIGURE 1
SIGNING AND PAVEMENT
MARKING PLAN

Tab 3



CONCRETE
SLAB

20'

8' TALL
CMU WALL

10'

ASPHALT
RESURFACING



**SPORTS CORE CIRCLE
SEVEN OAKS CLUBHOUSE**

**FIGURE 1
2-8 YARD DUMPSTER ENCLOSURE
CONFIGURATION**

FILE: \\US03CPE0250\client\content\3161702\Seven Oaks\Projects\Clubhouse\Enclosure\2-8 Yard Dumpster Enclosure\2-8 Yard Dumpster Enclosure.dwg LAST SAVED: Mon, 04/22/2014 4:47:34 PM PLOTTED: Tue, 04/22/2014 10:38:14 AM

Tab 4

Seven Oaks Field Operations Update

CDD Meeting 05/08/24

Landscaping:

- The rotation of the annual flower beds will be in June. Next group of villages will be without flowers as we continue the flowerbed realignment project.

Clubhouse:

- The rusting tables around the playground need to be replaced. The annual operating budget for this category is exhausted. Does the Board want to authorize use of Reserve Funds?
- Pool deck water fountain scheduled for installation on May 20th

Tab 5

May 2024

Upcoming Community Events and Planning

Movie Showtimes, Trivia, Game Day, Cinco De Mayo, Music Bingo was cancelled, Memorial Day Party, 4th of July Party, End of Year School Party

Fax Line

Has been disconnected. Savings of \$599.88

Annual Fire Alarm Inspection

Sensors have been installed

Egis Report & Recommendations

The cleaning chemicals were moved to a higher cabinet in the gathering room. The child proof locks did not work well and were broken off the same day they were installed. The seat belt on handi-cap lift was replaced. The cleaning company added labels on their spray bottles and labels are all on the clubhouse spray bottles. The movie theater lighting has been corrected. Fire Extinguishers have monthly inspection stickers on them. The maintenance shed extinguisher has been inspected. An additional extinguisher has been installed in the café for the self-contained fryer. A new outlet was installed for the surveillance cameras. A Basketball Court sign will be ordered along with no trespassing signs after hours. The pool company corrected the tank and John will install new lock. The treadmills were moved up closer to the wall and the Aed also has inspection sticker.

Coaching/Teaching Verbiage For Basketball and Tennis Courts Logs

Has been implemented

Tab 6



UPCOMING DATES TO REMEMBER

- **Next Meeting:** June 12, 2024 @ 6:00 pm
- **Proposed Budget Presented:** June 12, 2024
- **Candidate Qualifying Period:** June 10 – June 14, 2024 (Seats 2 – Sean, 4 – Tom & 5 – Jack)
- **Form 1 Financial Disclosure Submittal:** July 1, 2024

District
Manager's
Report

May 8

2024

FINANCIAL SUMMARY

03/31/2024

General Fund Cash & Investment Balance: \$3,500,026

Reserve Fund Cash & Investment Balance: \$4,534,265

Debt Service Fund Cash & Investment Balance: \$2,084,719

Enterprise Fund Cash Balance: \$40,906

Total Cash and Investment Balances: \$10,159,916

General Fund Expense Variance: \$122,662 Under Budget

Reserve Fund Expense Variance \$2,126,385 Under Budget

Enterprise Fund Expense Variance: \$ 6,435 Under Budget



Rizzetta & Company

- Through April, 98.66% of the assessment revenue has been collected. Through the same period last year, 98.85% was collected.

Tab 7



Rizzetta & Company

Seven Oaks Community Development District

**Financial Statements
(Unaudited)**

March 31, 2024

Prepared by: Rizzetta & Company, Inc.

sevenoakscdd.com

rizzetta.com

Seven Oaks Community Development District

Balance Sheet

As of 03/31/2024

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Enterprise Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	973,398	(118,647)	49,392	40,906	945,049	0	0
Investments	2,526,628	4,652,912	2,035,327	0	9,214,867	0	0
Accounts Receivable	141,223	0	53,045	0	194,268	0	0
Prepaid Expenses	13,759	0	0	0	13,759	0	0
Refundable Deposits	35,320	0	0	0	35,320	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	2,137,764
Amount To Be Provided Debt Service	0	0	0	0	0	0	11,422,236
Total Assets	3,691,348	4,534,265	2,137,764	40,906	10,404,282	63,067,564	13,560,000
Liabilities							
Accounts Payable	191,932	0	0	3,776	195,708	0	0
Accrued Expenses	10,477	0	0	0	10,477	0	0
Other Current Liabilities	0	0	0	1,736	1,736	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
Total Liabilities	202,409	0	0	6,531	208,940	0	13,560,000
Fund Equity & Other Credits							
Beginning Fund Balance	1,544,859	4,300,097	820,155	29,544	6,694,655	0	0
Investment In General Fixed Assets	0	0	0	0	0	63,067,564	0
Net Change in Fund Balance	1,944,079	234,168	1,317,609	4,831	3,500,687	0	0
Total Fund Equity & Other Credits	3,488,938	4,534,265	2,137,764	34,375	10,195,342	63,067,564	0
Total Liabilities & Fund Equity	3,691,348	4,534,265	2,137,764	40,906	10,404,282	63,067,564	13,560,000

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	65,000	65,000	56,868	8,132
Special Assessments				
Tax Roll	3,583,529	3,583,529	3,602,407	(18,878)
Other Misc. Revenues				
Event Rental	48,000	48,000	58,061	(10,061)
Miscellaneous Revenue	0	0	14,250	(14,250)
Total Revenues	3,696,529	3,696,529	3,731,586	(35,057)
Expenditures				
Legislative				
Supervisor Fees	15,000	7,500	5,600	1,900
Total Legislative	15,000	7,500	5,600	1,900
Financial & Administrative				
Accounting Services	28,500	14,250	14,250	0
Administrative Services	9,700	4,850	4,850	0
Arbitrage Rebate Calculation	1,000	500	1,000	(500)
Assessment Roll	5,250	5,250	5,250	0
Auditing Services	4,950	0	0	0
Disclosure Report	2,000	2,000	2,000	0
District Engineer	32,000	16,000	29,380	(13,380)
District Management	44,025	22,013	22,012	0
Dues, Licenses & Fees	2,245	1,122	446	677
Financial & Revenue Collections	5,250	2,625	2,625	0
Legal Advertising	3,000	1,500	375	1,125
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	2,430	2,166	264
Total Financial & Administrative	157,273	82,483	94,129	(11,647)
Legal Counsel				
District Counsel	65,000	32,500	32,196	305
Litigation / Mediation	25,000	12,500	0	12,500
Total Legal Counsel	90,000	45,000	32,196	12,805
Law Enforcement				
Off Duty Deputy	2,400	1,200	544	656

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	03/31/2024	03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Law Enforcement	2,400	1,200	544	656
Security Operations				
Security Monitoring Services	4,000	2,000	1,326	674
Total Security Operations	4,000	2,000	1,326	674
Electric Utility Services				
Utility - Irrigation & Landscape Lightin	50,000	25,000	17,935	7,065
Utility - Recreation Facilities	75,000	37,500	43,076	(5,576)
Utility - Street Lights	260,000	130,000	122,109	7,891
Total Electric Utility Services	385,000	192,500	183,120	9,380
Gas Utility Service				
Utility Services	650	325	298	27
Total Gas Utility Service	650	325	298	27
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	8,500	4,250	4,553	(303)
Solid Waste Assessment	8,750	8,750	9,474	(724)
Total Garbage/Solid Waste Control Services	17,250	13,000	14,027	(1,027)
Water-Sewer Combination Services				
Utility - Fountains	1,000	500	270	230
Utility - Reclaimed	30,000	15,000	8,195	6,805
Utility Services	32,000	16,000	11,204	4,796
Total Water-Sewer Combination Services	63,000	31,500	19,669	11,831
Stormwater Control				
Aquatic Maintenance	54,204	27,102	27,645	(543)
Lake/Pond Bank Maintenance & Repair	50,000	25,000	1,792	23,208
Stormwater Assessments	6,000	6,000	5,864	136
Stormwater System Maintenance	10,000	5,000	867	4,133
Total Stormwater Control	120,204	63,102	36,168	26,934
Other Physical Environment				
Clock Tower Maintenance	2,000	1,000	347	653
Community Park Equipment	25,000	12,500	25,970	(13,470)
Employee - Payroll Taxes	20,000	10,000	8,379	1,621
Employee - Salaries	255,000	127,500	109,527	17,973
Employee - Workers Comp	21,000	21,000	9,759	11,241
Entry & Walls Maintenance & Repair	4,000	2,000	0	2,000
General Liability & Property Insurance	40,365	40,365	39,854	511
Holiday Decorations	40,000	40,000	34,400	5,600
Irrigation Maintenance & Repair	50,000	25,000	29,214	(4,214)
Landscape - Annuals/Flowers	275,000	137,500	46,860	90,640

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	03/31/2024	03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Landscape Maintenance	838,803	419,402	390,622	28,779
Landscape Replacement Plants, Shrubs, Tr	150,000	75,000	119,379	(44,379)
Miscellaneous Expense	10,000	5,000	2,849	2,151
Ornamental Lighting & Maintenance	4,000	2,000	9,855	(7,855)
Pressure Washing	53,000	26,500	53,500	(27,000)
Tree Trimming Services	200,000	100,000	121,025	(21,025)
Total Other Physical Environment	1,988,168	1,044,767	1,001,541	43,226
Road & Street Facilities				
Roadway Repair & Maintenance	50,000	25,000	14,800	10,200
Sidewalk Maintenance & Repair	50,000	25,000	16,250	8,750
Street Sign Repair & Replacement	10,000	5,000	5,456	(457)
Total Road & Street Facilities	110,000	55,000	36,506	18,493
Parks & Recreation				
Access Control Maintenance & Repair	9,364	4,682	2,619	2,064
Athletic Court/Field/Playground Maintena	15,000	7,500	3,969	3,531
Clubhouse Janitorial Services	48,915	24,458	20,623	3,834
Employee - Payroll Taxes	25,000	12,499	10,627	1,873
Employee - Salaries	337,330	168,665	138,915	29,750
Facility Supplies	6,600	3,300	4,297	(997)
Fitness Equipment Maintenance & Repair	15,000	7,500	646	6,854
Fountain Service Repair & Maintenance	7,500	3,750	4,201	(451)
Furniture Repair & Replacement	7,500	3,750	7,826	(4,076)
Maintenance & Repairs	50,000	25,000	36,116	(11,116)
Miscellaneous Expense	15,000	7,500	21,871	(14,371)
Office Supplies	3,000	1,500	1,862	(362)
Pest Control	750	375	225	150
Pool Repair & Maintenance	16,305	8,153	8,086	67
Pool Service Contract	94,320	47,160	40,031	7,129
Storage Shed	2,000	1,000	1,632	(632)
Telephone, Internet, Cable	10,000	5,000	3,066	1,934
Tennis Court Maintenance & Supplies	45,000	22,500	20,854	1,646
Vehicle Maintenance	10,000	5,000	4,041	959
Total Parks & Recreation	718,584	359,292	331,507	27,786
Special Events				
Special Events	25,000	12,499	30,876	(18,376)
Total Special Events	25,000	12,499	30,876	(18,376)
Total Expenditures	3,696,529	1,910,168	1,787,506	122,662
Total Excess of Revenues Over(Under) Expen- ditures	0	1,786,361	1,944,080	(157,719)

See Notes to Unaudited Financial Statements

730 General Fund

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>1,544,858</u>	<u>(1,544,859)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>1,786,361</u>	<u>3,488,938</u>	<u>(1,702,578)</u>

See Notes to Unaudited Financial Statements

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	50,000	50,000	121,584	(71,584)
Special Assessments				
Tax Roll	350,942	350,942	350,942	0
Total Revenues	<u>400,942</u>	<u>400,942</u>	<u>472,526</u>	<u>(71,584)</u>
Expenditures				
Contingency				
Capital Outlay	69,000	69,000	0	69,000
Capital Reserve	2,297,862	2,297,862	240,477	2,057,385
Total Contingency	<u>2,366,862</u>	<u>2,366,862</u>	<u>240,477</u>	<u>2,126,385</u>
Total Expenditures	<u>2,366,862</u>	<u>2,366,862</u>	<u>240,477</u>	<u>2,126,385</u>
Total Excess of Revenues Over(Under) Expenditures	<u>(1,965,920)</u>	<u>(1,965,920)</u>	<u>232,049</u>	<u>(2,197,969)</u>
Total Other Financing Sources(Uses)				
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	2,118	(2,118)
Total Other Financing Sources(Uses)	<u>1,965,920</u>	<u>1,965,920</u>	<u>2,118</u>	<u>1,963,802</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>4,300,098</u>	<u>(4,300,098)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>4,534,265</u>	<u>(4,534,265)</u>

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,249	(9,249)
Special Assessments				
Tax Roll	564,087	564,087	566,772	(2,686)
Total Revenues	<u>564,087</u>	<u>564,087</u>	<u>576,021</u>	<u>(11,935)</u>
Expenditures				
Debt Service				
Interest	111,087	111,087	56,444	54,643
Principal	453,000	453,000	0	453,000
Total Debt Service	<u>564,087</u>	<u>564,087</u>	<u>56,444</u>	<u>507,643</u>
Total Expenditures	<u>564,087</u>	<u>564,087</u>	<u>56,444</u>	<u>507,643</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>519,577</u>	<u>(519,577)</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>693,525</u>	<u>(693,525)</u>

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	23,142	(23,142)
Special Assessments				
Tax Roll	925,434	925,434	929,840	(4,406)
Total Revenues	<u>925,434</u>	<u>925,434</u>	<u>952,982</u>	<u>(27,548)</u>
Expenditures				
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>798,032</u>	<u>(798,032)</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>1,444,239</u>	<u>(1,444,239)</u>

Seven Oaks Community Development District

Statement of Revenues and Expenditures

As of 03/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 03/31/2024	Year To Date 03/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Special Assessments				
Tax Roll	31,100	31,100	31,100	0
Club Revenues				
Cafe Revenue	63,704	63,704	16,574	47,130
Total Revenues	94,804	94,804	47,674	47,130
Expenditures				
Parks & Recreation				
Beverages	11,000	5,500	6,649	(1,149)
Cafe Miscellaneous Expense	1,500	750	150	601
Employee - Payroll Taxes	3,288	1,644	1,617	27
Employee - Salaries	43,266	21,633	21,141	491
Employee - Workers Comp	3,750	3,750	0	3,750
Equipment	3,000	1,500	220	1,280
Food	23,000	11,500	10,584	916
Maintenance & Repairs	2,000	1,000	1,200	(200)
Supplies	4,000	2,000	1,282	718
Total Parks & Recreation	94,804	49,277	42,843	6,435
Total Expenditures	94,804	49,277	42,843	6,435
Total Excess of Revenues Over(Under) Expenditures	0	45,527	4,831	40,696
Fund Balance, Beginning of Period	0	0	29,544	(29,544)
Total Fund Balance, End of Period	0	45,527	34,375	11,152

**Seven Oaks CDD
Investment Summary
March 31, 2024**

<u>Account</u>	<u>Investment</u>	<u>Balance as of March 31, 2024</u>
FLCLASS	Average Monthly Yield 5.41%	\$ 2,526,628
Total General Fund Investments		\$ 2,526,628
FLCLASS	Average Monthly Yield 5.41%	\$ 3,569,552
FLCLASS Enhanced Cash	Average Monthly Yield 5.31%	1,083,360
Total Reserve Fund Investments		\$ 4,652,912
US Bank Series 2016A Revenue	First American Government Obligation Fund Class Y	\$ 366,616
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	553,591
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	70,813
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	541,430
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	690
Total Debt Service Fund Investments		\$ 2,035,327

**Seven Oaks Community Development District
Summary A/R Ledger
From 03/1/2024 to 03/31/2024**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due	
730, 2677	730-001	730 General Fund	Pasco County Tax Collector	AR00001179	12110	10/01/2023	141,222.93
Sum for 730, 2677							141,222.93
730, 2679	730-200	730 Debt Service Fund S2011 & S2021	Pasco County Tax Collector	AR00001179	12110	10/01/2023	20,088.40
Sum for 730, 2679							20,088.40
730, 2680	730-202	730 Debt Service Fund S2016	Pasco County Tax Collector	AR00001179	12110	10/01/2023	20,116.09
	730-202	730 Debt Service Fund S2016	Pasco County Tax Collector	AR00001179	12110	10/01/2023	12,840.70
Sum for 730, 2680							32,956.79
Sum for 730							194,268.12
Sum Total							194,268.12

See Notes to Unaudited Financial Statements

**Seven Oaks Community Development District
Summary A/P Ledger
From 03/1/2024 to 03/31/2024**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
730, 2677					
730 General Fund	03/22/2024	Cintas Corporation	1904728286	Cleaning Supplies 03/24	100.00
730 General Fund	03/21/2024	Cintas Corporation	4187144768	Cleaning Supplies 03/24	164.37
730 General Fund	03/19/2024	Cintas Corporation	1904717702	Cleaning Supplies 03/24	370.00
730 General Fund	03/26/2024	Conleys Drinking Fountains LLC	4637	Service Drinking Fountains 03/24	165.00
730 General Fund	03/01/2024	Cooper Pools Inc.	8088	Monthly Commercial Pool Service 03/24	8,831.00
730 General Fund	03/05/2024	Cory N Carter	30	Commercial Cleaning 03/24	2,200.00
730 General Fund	03/19/2024	Ewing Irrigation Products Inc.	21767873	Irrigation Supplies 03/24	149.47
730 General Fund	03/09/2024	Frontier Florida, LLC	813-994-3055-060923	Telephone, Internet Cable 03/24	109.98
730 General Fund	03/19/2024	ID Wholesaler, LLC	-5 03.24 ACH INV7275242	Proximity PVC Cards 03/24	2,299.50
730 General Fund	03/31/2024	Integrated Irrigation Services	1496	Irrigation Repairs 03/24	2,000.00
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253100	Plant Replacements 02/24	13,149.00
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253099	Plant Replacements 02/24	17,550.00
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253097	Plant Replacements 02/24	10,133.24
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253133	Spring Annuals 03/24	12,500.00
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253098	Plant Replacements 02/24	7,933.24
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253096	Plant Install 02/24	3,960.00
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253118	Landscape Maintenance 03/24	59,700.00
730 General Fund	03/01/2024	Juniper Landscaping of Florida, LLC	253101	Sod for Flower Beds 02/24	5,988.60
730 General Fund	03/29/2024	Lee Electric, Inc.	240229	Electrical Services 03/24	2,839.00
730 General Fund	03/29/2024	Lee Electric, Inc.	240229	Electrical Services 03/24	564.00
730 General Fund	03/29/2024	Lee Electric, Inc.	240229	Electrical Services 03/24	236.00
730 General Fund	03/22/2024	Pasco County Utilities	Pasco Water Summary 03/24 ACH	Pasco Water Summary 03/24	1,701.95
730 General Fund	03/22/2024	Pasco County Utilities	Pasco Water Summary 03/24 ACH	Pasco Water Summary 03/24	1,023.36
730 General Fund	03/22/2024	Pasco County Utilities	Pasco Water Summary 03/24 ACH	Pasco Water Summary 03/24	34.04
730 General Fund	03/20/2024	Professional Green Cleaners, LLC	27970	Restrooms Floor Scrub 03/24	470.00
730 General Fund	03/02/2024	Solitude Lake Management, LLC	PSI056445	Annual Maintenance 03/24	4,698.00
730 General Fund	03/19/2024	Straley Robin Vericker	24302	General Legal Services 02/24	2,218.00
730 General Fund	03/25/2024	Tampa Fence	2281	Gate Repair 03/24	770.00
730 General Fund	03/22/2024	Theresa Dimaggio	032224 DiMaggio	Reimbursement for Debit Card Expense 03/24	48.79
730 General Fund	03/01/2024	Times Publishing Company	0000330522 02/25/24	Account #121797 Legal Advertising 02/24	224.50
730 General Fund	03/26/2024	Withlacoochee River Electric Cooperative, Inc.	WREC Summary 03/24 730	Electric Summary 03/24	6,577.69
730 General Fund	03/26/2024	Withlacoochee River Electric Cooperative, Inc.	WREC Summary 03/24 730	Electric Summary 03/24	2,895.53
730 General Fund	03/26/2024	Withlacoochee River Electric Cooperative, Inc.	WREC Summary 03/24 730	Electric Summary 03/24	20,327.97

**Seven Oaks Community Development District
Summary A/P Ledger
From 03/1/2024 to 03/31/2024**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
		Inc.			191,932.23
Sum for 730, 2677 730, 2682					
730 Enterprise Fund	03/22/2024	Coffee International, Inc	40596	Beverages 03/24	31.32
730 Enterprise Fund	03/22/2024	Coffee International, Inc	40596	Beverages 03/24	346.18
730 Enterprise Fund	03/27/2024	Coffee International, Inc	40619	Beverages 03/24	515.60
730 Enterprise Fund	03/27/2024	Coffee International, Inc	40619	Beverages 03/24	15.66
730 Enterprise Fund	03/25/2024	Coffee International, Inc	40610	Beverages 03/24	96.90
730 Enterprise Fund	03/25/2024	Sweetheart Ice Cream, Inc.	15015020	Cafe Food 03/24	685.59
730 Enterprise Fund	03/28/2024	Sysco Food Services West Coast Florida, Inc.	637174657	Food/Beverages/Fuel 03/24	80.35
730 Enterprise Fund	03/21/2024	Sysco Food Services West Coast Florida, Inc.	637157109	Food/Beverages/Fuel 03/24	857.89
730 Enterprise Fund	03/21/2024	Sysco Food Services West Coast Florida, Inc.	637157109	Food/Beverages/Fuel 03/24	340.50
730 Enterprise Fund	03/28/2024	Sysco Food Services West Coast Florida, Inc.	637174657	Food/Beverages/Fuel 03/24	7.10
730 Enterprise Fund	03/21/2024	Sysco Food Services West Coast Florida, Inc.	637157109	Food/Beverages/Fuel 03/24	7.10
730 Enterprise Fund	03/28/2024	Sysco Food Services West Coast Florida, Inc.	637174657	Food/Beverages/Fuel 03/24	592.09
730 Enterprise Fund	03/28/2024	Sysco Food Services West Coast Florida, Inc.	637174657	Food/Beverages/Fuel 03/24	199.30
					3,775.58
Sum for 730, 2682					195,707.81
Sum Total					195,707.81

Seven Oaks Community Development District
Notes to Unaudited Financial Statements
March 31, 2024

Balance Sheet

1. Trust statement activity has been recorded through 03/31/24.
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 \$84,436.09 was received in April 2024.
6. Debt Service Fund 200 – Payment for Invoice AR00001179 in the amount of \$12,010.71 was received in April 2024.
7. Debt Service Fund 202 – Payment for Invoice AR00001179 in the amount of \$19,704.62 was received in April 2024.

Tab 8



Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

1-800-851-8754
www.PascoVotes.gov

April 22, 2024

Mr. Scott Brizendine
3434 Colwell Ave, Suite 200
Tampa FL 33614

Dear Mr. Brizendine:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2024.

- Seven Oaks Community Development District 4,600

As always, please call me if you have any questions or need additional information.

Sincerely,

A handwritten signature in red ink, appearing to read "Tiffannie A. Alligood".

Tiffannie A. Alligood
Chief Administrative Officer

Tab 9



CDD GROUNDS AND AMENITIES USAGE POLICIES

The seven Oaks Clubhouse is monitored by CCTV Security. Images and Video are recorded for the purpose of loss prevention and property preservation. Surveillance footage is not a guarantee of personal or public safety.

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1. Introduction

- 1.1. This guide has been prepared to inform users of CDD property of the rules and policies, that are in effect. At the time this guide was published by the Rules Committee, it was meant to be as complete as possible, but might not include all situations and conditions that may occur in the future. The Seven Oaks CDD reserves the right to amend or change these rules and policies at any time, without notice. The most current version of this guide can be found on the Official Community website at www.SevenOaksCDD.com.
- 1.2. The following terms are defined as they are to be interpreted in this guide. The definition list is not all inclusive, and does not limit the Districts ability to amend, revise or interpret the guide.
 - 1.2.1. **Access Card:** A card with an RFID chip in it that is issued by the District Staff to persons who meet the criteria for proof of residency as outlined in this guide.
 - 1.2.2. **Mobile Pass:** An App that can be downloaded to enter the clubhouse to persons who meet the criteria for proof of residency as outlined in this guide.
 - 1.2.3. **Access Card Holder:** Any person who has a valid access card that meets the requirements of this guide and owns or rents real residential/commercial property in the District.
 - 1.2.4. **CDD Board:** Community Development District Board of Supervisors.
 - 1.2.5. **District Manager:** Person or company currently employed by the CDD Board to manage the District's assets and facilities.
 - 1.2.6. **District Staff:** Any person who is currently employed by the Seven Oaks Community Development District.
 - 1.2.7. **District property:** Any and all property that is owned or operated by the Seven Oaks Community Development District or maintained for community use. This includes but is not limited to clubhouse, pools, parks, playgrounds, parking lots, wetlands, lakes, common areas, nature trail, streets etc.
 - 1.2.8. **District amenities:** Includes but is not limited to; the clubhouse, pools, tennis courts, playground, soccer field, volleyball and basketball courts, parking lot, etc.
 - 1.2.9. **Guide:** The guide of rules and regulations that is written by the Rules Committee and approved by the CDD Board and published on the community website.
 - 1.2.10. **Guest(s):** Any person who is on district property that does not have proof of residency in Seven Oaks on file with club management or any person without a valid access card.

- 1.2.11. **Hour of Operations:** The hours of which the District Board of Supervisors has designated the amenities to be open for use. These hours vary from time to time and can be found in the Community Newsletter.
- 1.2.12. **Household:** All the persons who live or have lived in the same individual residence or property at a given time.
- 1.2.13. **Loitering:** To be in a place, to stand about idly; to linger; or to hang around at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable concern for the safety of persons or property in the vicinity.
- 1.2.14. **Community Newsletter:** The Seven Oaks newsletter officially authorized by the Seven Oaks CDD Board of Supervisors.
- 1.2.15. **Official Community Website:** www.SevenOaksCdd.com, the website officially authorized by the Seven Oaks CDD Board of Supervisors.
- 1.2.16. **Private Function:** Any function or gathering of persons on district property that does not appear to be open to the residents of Seven Oaks as deemed by District Staff.
- 1.2.17. **Resident:** Any person who resides in Seven Oaks.
- 1.2.18. **Weapons:** Any tool, device, firearm, rifle, explosive, knife, or other item that may be used to cause harm intentionally, or otherwise to any person or property.

2. Conduct Code:

- 2.1. The interpretation and enforcement of all rules is solely at the discretion of District Staff and may be amended at any time.
- 2.2. Improper conduct, obscenities, verbal or physical threats by residents and/or guests will not be tolerated anywhere on common areas or in the district amenities. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive/abusive language or behavior. Residents are also responsible for family and guests and their conduct while on District property.
- 2.3. All residents are expected to conduct themselves properly with due consideration for each other as well as District Staff. The Board of Supervisors and District authorize Clubhouse Staff to discipline any person for conduct, which in their opinion, endangers the welfare or interests of the District or for violations of specific rules and regulations of the District as defined in Section 11.

- 2.4. Persons shall wear modest clothing of such style and design as shall be consistent with community standards as determined by District Staff. All clothing shall be worn appropriately; e.g., pants shall be worn securely at the waist.
- 2.5. District Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of their conduct if it is deemed to interfere with the ability of others to enjoy the districts amenities.
 - 2.5.1. If the person(s) causing or participating in inappropriate behavior refuses to cease their activities and/or leave the premises promptly when directed. The person(s) will be advised that failure to do so immediately may result in a loss of community privileges and/or Law Enforcement involvement.
- 2.6. At the discretion of the Staff, District Manager dealing with the situation, the assistance of the local Law Enforcement agency may be sought to maintain order. A copy of the official Law Enforcement report of the incident shall be obtained and delivered to the District Manager within five (5) business days for possible action. If the person(s) asked to leave refuses to do so and Law Enforcement is called, community facility privileges may be revoked.
- 2.7. Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health/safety concern, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well being may be reported to the local Law Enforcement Agency.
- 2.8. Any resident who observes a violation of these rules and regulations shall bring the matter to the attention of any staff on duty. Residents are discouraged from trying to enforce the rules on their own.
- 2.9. Staff, as well as fellow residents and their guests, are to be treated in a courteous and considerate manner at all times. Staff shall NOT be reprimanded or harassed in any way by a resident or their family or guests. Any cursing/profanity, sexual innuendoes, or other behavior as well as any unwarranted physical contact (pushing, shoving, grabbing, etc...) may result in the revoking of community facility privileges. All complaints regarding services rendered by a Staff member should be addressed to a clubhouse manager, the District Manager, or a Board Supervisor.
- 2.10. Residents shall not engage or direct Staff on any private business. District Staff shall not be used for the individual benefit of a resident, nor shall any resident direct, supervise, or in any manner attempt to assert control over any Staff members.

3. Community Access Cards

3.1. Access Cards & Mobile Passes

- 3.1.1. In order to visit or use the CDD's clubhouse, persons must have an active "Access Card" and/or Mobile Pass or meet the other criteria as outlined in this guide. Access cards, Mobile Passes, or guest passes, must be made available to District Staff upon request or persons will be required to leave the CDD's property or pay a non-resident access fee. Access cards & Mobile Passes are issued to individuals who meet the criteria in this guide and the card or pass will display a photo of that individual. Access cards and mobile passes may not be given/loaned to another individual, and those who do so, will be subject to the "Infraction Policy" in Section 11.
- 3.1.2. In the event a home is sold, access cards are to be returned to the clubhouse manager for deactivation and Mobile Passes will be deactivated.
- 3.1.3. **The following individuals are permitted to apply for an access card or Mobile Pass**
 - 3.1.3.1. Seven Oaks homeowners and their family members who are at least 12 years of age, that can provide proof of residency as defined in this guide.
 - 3.1.3.2. Renters of a home in Seven Oaks and their family members, who are at least 12 years of age, who can provide proof of residency as defined in this guide. In order to obtain an access card, the homeowner/landlord may sign a "Seven Oaks Access Card Relinquish Form". If a relinquish form is not signed, tenants can pay a tenant user fee. Fees are subject to change.
 - 3.1.3.3. Individuals who rent an apartment at Windsor Club or Colonial Grand Apartments, who are listed on the lease as the lessee or as an occupant, who are at least 12 years of age.
 - 3.1.3.4. Commercial Property Owners are permitted to obtain a maximum of two access cards or mobile passes per address. If the commercial property owner would like to forfeit their rights to use of the District's facilities to a tenant, they must complete and sign a "Seven Oaks Access Card Relinquish Form".
 - 3.1.3.5. **Youth access cards or mobile pass** can be issued to individuals who are between the ages of 12-14. Youth access cards/mobile pass require proof of age by any of the following; state issued identification, birth certificate or passport. Youth ages 12-14 have limited access to clubhouse amenities and certain restriction will apply. Youth forms must be filled out and signed by a parent or

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guardian. Youths will also be required to show “proof of residency” as defined in this guide.

- 3.1.3.6. **Resident non owner** access card can be issued to individuals who reside in Seven Oaks, but are not listed as property owners. They will be required to show “proof of residency” as defined in this guide. Resident non owners’ access cards/mobile passes will automatically expire every two years from the date of issue. At this time the cardholder must verify residency to re-activate their access card/mobile pass and it will be re-activated in two (2) year increments.

4.

4.1. Transfer of Access Privileges

- 4.1.1. Property Owners may transfer their privileges for use of the District amenities to their tenants. The “Seven Oaks Access Card Relinquish Form” must be completed. Upon transfer of privileges to a tenant, the owner no longer has any privileges to use of District facilities until such time as a clubhouse manager has been notified of termination of transfer.
- 4.1.2. A tenant is not authorized to transfer privileges to another person.

5.

5.1. Resident Non-owner

- 5.1.1. An access card/mobile pass can be issued to individuals who reside in Seven Oaks, but are not listed as property owners. They will be required to show “proof of residency” as defined in this guide. Resident non owners’ access cards/mobile pass will automatically expire every two years from the date of issue. At this time the cardholder must verify residency to re-activate their access card and it will be re-activated in two (2) year increments.

5.2. Guests and Guest Passes

- 5.2.1. A guest is defined as a person who is utilizing the District property, but does not possess an access card in their name.
- 5.2.2. Each household is permitted to have the following number of guests:
 - 5.2.2.1. All District amenities: 18 years of age or older may bring in a maximum of 5 guests per household. Under the age of 18 are not permitted to bring in guests.

- 5.2.2.2. Fitness Center: Maximum of 2 guests.
- 5.2.2.3. Tennis: Maximum of 3 guests.
- 5.2.3. Guests are required to adhere to the same rules, policies and guidelines as residents and residents are responsible for their guests.
- 5.2.4. Guests or persons on guest passes are not entitled to bring any additional guests with them to the amenities.
- 5.2.5. Residents may obtain a guest pass for their Guest(s). Residents could email management a photo of their access card or mobile pass to include their guests name and duration of their stay or can obtain a pass at the clubhouse from the management team.

6. Proof of Residency

- 6.1. To verify proof of residency the following is required:
 - 6.1.1. An unexpired Florida ID or Drivers License displaying the individual's name, photo, and Seven Oaks address.
 - 6.1.2. A HUD settlement statement or lease displaying the name and Seven Oaks address of the individual/occupant.

7. Tennis Courts

- 7.1. Tennis courts hours of operation are 7:30am-9:30pm Monday through Saturday and 7:30am-8:30pm on Sunday.
- 7.2. When obtaining and returning your tennis court key, do so by using the café window.
- 7.3. Shoes worn on the clay tennis courts are not permitted inside the clubhouse.
- 7.4. All persons using the tennis facilities do so at their own risk.
- 7.5. There is one 90-minute maximum reservation time permitted per person per day.
- 7.6. Court reservations may be made up to 3 days in advance. Residents reserving a tennis court MUST be a player on the court at the reserved time.
- 7.7. Your reservation will be cancelled if you and your party do not arrive within 10 minutes of the beginning of your reserved time.
- 7.8. Residents must cancel their reservation 24 hours in advance. If a Residents name appears on the no-show list more than twice, per calendar year, tennis court reservation privileges may be

suspended up to six months. This policy has been approved to ensure all residents can utilize the tennis courts.

- 7.9. Play is on a reservation basis, if the court is not reserved play is on a first-come, first-serve basis unless an event has been planned using these areas or reservations have been made.
- 7.10. Proper attire is required while on the courts, including sportswear and tennis shoes.
- 7.11. You must present your access card or mobile pass to obtain a key to the tennis courts.
- 7.12. In the event a key or lock is lost or damaged, a replacement fee in the amount of \$25.00 will be charged to the person who was using the court at the time the lock or key was lost.
- 7.13. Improper conduct, obscenities, and verbal or physical threats by residents and/or guests will not be tolerated on or around the tennis court facilities. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive/abusive language or behavior. Residents are also responsible for family and guests.
- 7.14. No rollerblades, skateboards, bicycles, motorized vehicles, or similar equipment is permitted on the tennis courts.
- 7.15. Portable radios and/or "boom boxes" are not permitted in the tennis courts or surrounding areas.
- 7.16. Pets, except for service animals as permitted by law, are not permitted on the tennis courts.
- 7.17. Any resident who observes a violation of these rules and regulations shall bring the matter to the attention of any staff on duty. Residents are discouraged from trying to enforce the rules on their own.
- 7.18. Residents and their guests must follow the instructions of the Clubhouse Staff at all times.
- 7.19. Guests are required to adhere to the same rules, policies, and guidelines as residents.
- 7.20. The interpretation and enforcement of all rules is solely at the discretion of District Staff and may be amended at any time.
- 7.21. Residents are advised that tennis courts are equipped with closed-circuit television.
- 7.22. There is a fee for non-resident usage of the courts.
- 7.23. The teaching of lessons is not permitted unless you are an approved Vendor. If Management suspects there is a lesson on a court, you will be asked to sign a waiver and provide a certificate of insurance, naming Seven Oaks CDD as an additional insured.
- 7.24. District Staff has the right to close any facility due to weather/health/safety reasons. It is entirely under the management's purview as to when the facilities are to be reopened.

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- 7.25. Alcohol or glass containers are not permitted on the tennis courts or surrounding areas.

8. Basketball Courts

Residents have the option to make a reservation up to 3 days in advance, one time per week. Otherwise, the court can be used on a first come, first serve basis. Residents must sign in with the Clubhouse Staff and present their access card or mobile pass. In return the Clubhouse staff will issue the resident a key to unlock the basketball court. The resident/s and guests can utilize the court for 1 ½ hours. Once your playtime is up, you must clean up any garbage left behind, lock up the court and return the key to the Clubhouse Staff. Your reservation will be cancelled if you and your party do not arrive within 10 minutes of the beginning of your reserved time. Management reserves the right to suspend reservation privileges if there are multiple no shows/cancellations.

You must lock up the basketball court when finished. The key can be returned to the Café Staff by swiping the access card on the keychain at the pool gate striker and ring the doorbell on the Café Window.

- 8.1. District amenities are for the use of residents and their guests. Residents ages 12 and over can utilize the Basketball Court.
- 8.2. Improper conduct, obscenities, and verbal or physical threats by residents and/or guests will not be tolerated, on or around District property. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive or abusive language or behavior.
- 8.3. All District amenities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.
- 8.4. Specific portions of the District amenities, or specific times of community schedules may be reserved, or priority given, to certain groups, tournaments, league play, meetings, etc. Such reservations and scheduling shall be done by the District Staff.
- 8.5. District Staff, District Manager, Board of Supervisors, and Authorized District Personnel have the right to require any person to leave the premises as a result of conduct which in their opinion, endangers the welfare or interests of the District, or for violations of specific rules and regulations of the District as outlined in this guide and in the Seven Oaks Community

- 8.6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on the common areas or within the District amenities that interferes with or limits the enjoyment of these areas by residents.
- 8.7. The District Staff has the right to close any community facility for weather/safety/health reasons. Any community facility closed by the District Staff shall not be used in any manner until it is reopened.
- 8.8. Any resident who observes a violation of these rules and regulations shall bring the matter to the attention of any District Staff on duty. Residents are discouraged from trying to enforce the rules on their own.
- 8.9. The teaching of lessons is STRICTLY PROHIBITED on any CDD facilities/properties except as approved by the Board of Supervisors. If management suspects there is a lesson on a court, you will be asked to sign a waiver and provide a certificate of insurance, naming Seven Oaks CDD as an additional insured.
- 8.10. Loitering or standing on community property after closing hours is not permitted.
- 8.11. The hours for the Basketball Courts are as follows: Monday-Saturday the court will open at 7:30am, except for any approved Vendor Class, and will close at 9:30pm. Sunday, the court will open at 7:30am, except for any approved Vendor class and close at 8:30pm.
- 8.12. Weapons of any kind are not permitted on District property unless authorized by the District.
- 8.13. Illegal drugs and paraphernalia are prohibited on District property.
- 8.14. District amenities and property shall be used only for the purpose for which they are designed and intended.
- 8.15. Climbing gates, fences, or gaining access to the facilities through non-traditional or unorthodox means is not permitted.
- 8.16. Residents must accompany their guests at all times.
- 8.17. Violations of the rules, damaged equipment and unsafe conditions are to be reported to District Staff. Any person found to be disregarding this rule may be required to leave immediately and may incur charges for any damages/cleaning required due to their mistreatment of clubhouse facilities. Residents are responsible for any damage caused by their family or guests.
- 8.18. Residents and their guests must follow the instructions of the District staff at all times and are required to adhere to the all the rules and policies stated in the guidelines.
- 8.19. All persons using the clubhouse facilities do so at their own risk.

- 8.20. In the event that a key, lock or access card is lost or damaged, a replacement fee of \$25.00 will be charged to the person who was using the court at the time the lock or key was lost.
- 8.21. Hanging from the Basketball Rim is not permitted
- 8.22. Skateboards, scooters, roller blades, skates, bicycles, atv's or other wheeled equipment are not permitted on the basketball courts
- 8.23. Portable radios and/or "boom boxes" are not permitted on the basketball courts or surrounding areas.
- 8.24. Residents and their guests must follow the instructions of the Clubhouse Staff at all times.
- 8.25. The interpretation and enforcement of all rules is solely at the discretion of District Staff and may be amended at any time.
- 8.26. Residents are advised that basketball courts are equipped with closed-circuit television.
- 8.27. District Staff has the right to close any facility due to weather/health/safety reasons. It is entirely under the management's purview as to when the facilities are to be reopened.
- 8.28. Alcohol or glass containers are not permitted on the basketball courts or surrounding areas.
- 8.29. All other rules and policies can be found on the Community Website www.SevenOaksCDD.com.

9. Use of Clubhouse Facilities

- 9.1. District amenities are for the use of residents and their guests.
- 9.2. Improper conduct, obscenities, and verbal or physical threats by residents and/or guests will not be tolerated on or around District property. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive or abusive language or behavior. Residents are also responsible for family and guests.
- 9.3. Staff may ask to inspect access card/proper identification at any time. Residents or guests that are unable to provide such identification may be required to leave.
- 9.4. All District amenities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.
- 9.5. Specific portions of the District amenities, or specific times of community schedules may be reserved, or priority given, to certain groups, tournaments, league play, meetings, etc... Such

reservations and scheduling shall be done by the District Staff with authorization granted by or with prior approval of the CDD Board of Supervisors.

- 9.6. Proof of adequate insurance coverage, appropriate license, and execution of an Indemnification Agreement of the CDD may be required for use of District amenities.
- 9.7. Rental fees are charged to reserve some areas of District amenities for private functions.
- 9.8. District Staff, District Manager, Board of Supervisors, and Authorized District Personnel have the right to require any person to leave the premises as a result of conduct which in their opinion, endangers the welfare or interests of the District, or for violations of specific rules and regulations of the District as outlined in this guide.
- 9.9. Community property may not be removed from any community facility or common area without written consent of the CDD Board of Supervisors or District Manager.
- 9.10. Storage or accumulation of any items or materials is not permitted on District property/common areas.
- 9.11. No person shall commit any nuisance, vandalism, boisterous or improper behavior on the common areas or within the District amenities that interferes with or limits the enjoyment of these areas by residents.
- 9.12. Anyone damaging community property, District amenities or the common areas must reimburse the District for all costs associated with its repair or replacement. Residents are also responsible for damages caused by their family and guests.
- 9.13. In accordance with the Florida Indoor Clean Air Act, smoking is prohibited in the clubhouse. The District amenities have a no-smoking policy except for designated smoking areas.
- 9.14. The District Staff has the right to close any community facility for weather/safety/health reasons. Any community facility closed by the District Staff shall not be used in any manner until it is reopened.
- 9.15. Any resident who observes a violation of these rules and regulations shall bring the matter to the attention of any District Staff on duty. Residents are discouraged from trying to enforce the rules on their own.
- 9.16. The teaching of lessons is **STRICTLY PROHIBITED** on any CDD facilities/properties except as approved by the Board of Supervisors. If Management suspects there is a lesson on CDD property you will be asked to sign a waiver and provide a certificate of insurance, naming Seven Oaks CDD as an additional insured.

- 9.17. If a resident's access card or cell phone is lost, stolen, or misplaced, they should contact the District Staff immediately so the card/mobile pass can be deactivated to avoid fraudulent use.
- 9.18. Replacement access cards/mobile pass will be issued at an additional charge to the resident.
- 9.19. Loitering or standing on community property after closing hours is not permitted.
- 9.20. The hours of use for the District amenities are posted in the Community Newsletter. Hours of Operation can be amended at anytime.
- 9.21. Proper attire, including shirt and shoes, are to be worn in the clubhouse facilities at all times.
- 9.22. Wet bathing suits or bare feet are not permitted inside the clubhouse, other than the locker room/restroom areas.
- 9.23. Anyone under the age of 12 must be accompanied by a resident access cardholder, or a guest at least eighteen (18) years-of-age while using district amenities. Youth ages 12-14 have limited access as defined in this guide.
- 9.24. No one under the age of 15 may enter or use the fitness center.
- 9.25. Weapons of any kind are not permitted on District property unless authorized by the District.
- 9.26. No one under the age of 21 is allowed to bring, consume, or possess alcoholic beverages within District amenities or on community property.
- 9.27. Illegal drugs and paraphernalia are prohibited on District property.
- 9.28. Pets (except for service animals as defined by Florida law) will not be permitted in the clubhouse, the swimming pool area, or tennis courts. All pets must be on a leash and under owner control when on district property.
- 9.29. District amenities and property shall be used only for the purpose for which they are designed and intended.
- 9.30. Climbing gates, fences, or gaining access to the facilities through non-traditional or unorthodox means is not permitted.
- 9.31. Skateboards, rollerblades, bicycles, or any motorized vehicles are not permitted in the clubhouse, on the pool deck, or on any athletic court or field. Use of skateboards, rollerblades, bicycles, or unauthorized motor vehicles (such as dirt bikes or ATV's) is not permitted in the clubhouse parking lot.
- 9.32. ATV's, dirt bikes, motorcycles or any unauthorized motor vehicles are not permitted on utility easements or other CDD property.
- 9.33. All residents are required to swipe their own access card/mobile pass to gain entry to clubhouse facilities. DO NOT hold doors/gates open for others entering the facilities behind you.

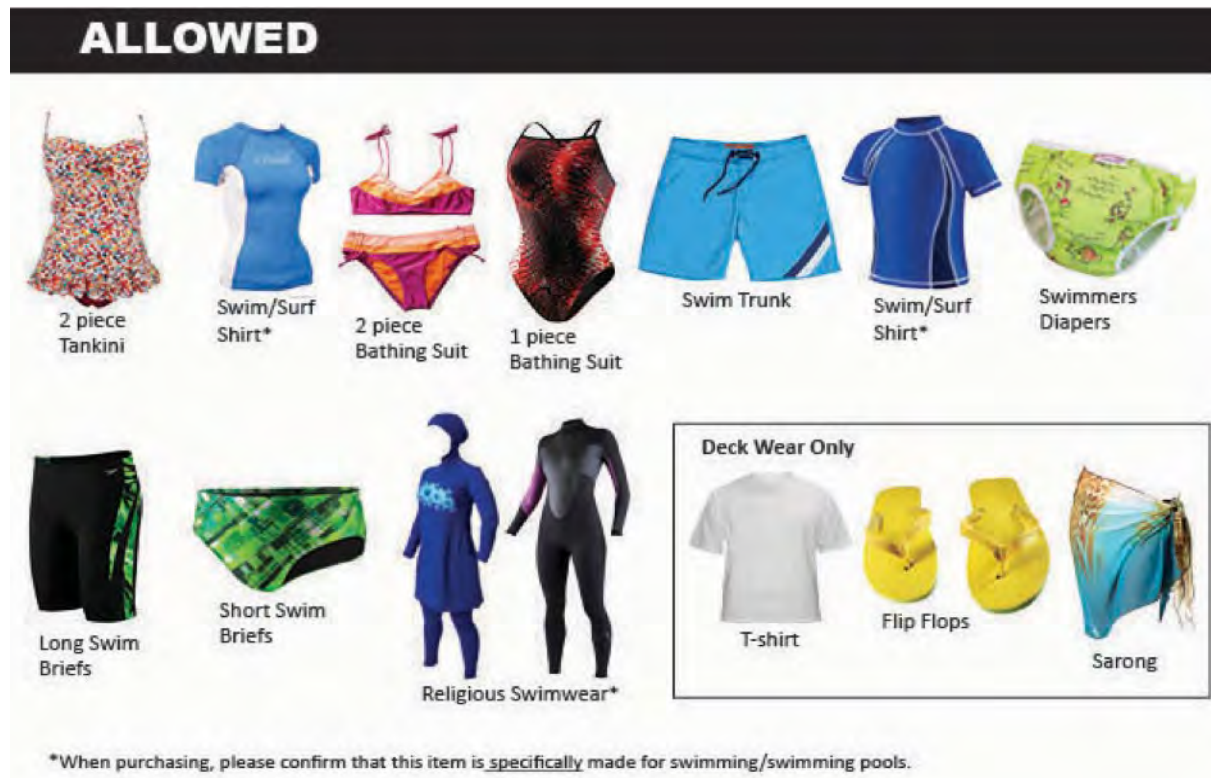
- 9.34. Grilling, barbecuing, or open flames are prohibited.
- 9.35. Violations of the rules, damaged equipment, and unsafe conditions are to be reported to the District Manager.
- 9.36. Residents can only enter the clubhouse by using their access card/mobile pass. Staff are prohibited from assisting entry to residents without their access cards.
- 9.37. The Gathering Room will be open to all residents during normal clubhouse business hours except when reserved for a private event.
- 9.38. At times, the Gathering Room and Theatre will be closed for a private event.
- 9.39. The Clubhouse furniture and furnishings are to be treated with care. There is to be no walking, standing, sleeping, or jumping on any furniture. There is to be no moving of furniture or accessories without prior approval of club management. Any person found to be disregarding this rule may be required to leave immediately and may incur charges for any damages/cleaning required due to their mistreatment of clubhouse facilities.
- 9.40. Residents and their guests must follow the instructions of the District staff at all times.
- 9.41. Guests are required to adhere to the same rules, policies and guidelines as residents.
- 9.42. The interpretation and enforcement of all rules is solely at the discretion of District Staff and may be amended at any time.
- 9.43. Parking overnight is prohibited at the clubhouse unless a parking pass is obtained from clubhouse management. Unauthorized vehicles may be towed at owner's expense.

10. Pools and Water Slide

10.1. Pool Rules

- 10.1.1. Per Florida Statute, the swimming pools open ½ hour after sunrise and close ½ hour before sunset. Dawn to dusk, weather permitting
- 10.1.2. Residents and their guests must follow the instructions of the pool attendants and District Staff at all times.
- 10.1.3. Guests are required to adhere to the same rules, policies, and guidelines as residents.
- 10.1.4. Access cards/mobile passes must be readily available for District Staff to view upon request.
- 10.1.5. Lifeguards will not be present at the pool facilities

- 10.1.6. All persons using the pool and other facilities do so at their own risk. Children ages 14-17 may use the pool facilities, but can not bring in any guests. Ages 18 and over may bring in 5 guests per household.
- 10.1.7. All persons using the pool facilities shall obey the capacity requirements posted, which are defined by Pasco County and the State of Florida.
- 10.1.8. Proper swimming attire must be worn while using the pool facilities. (Bathing suits and rashguards/swimshirts only) Thongs, jeans, cutoffs, etc, are not considered proper swimming attire.



- 10.1.9. Smoking is ONLY permitted in designated smoking areas. No smoking on the pool deck. Please ask a Staff member to inquire about designated smoking areas.
- 10.1.10. Diving or flips of any kind into the pool are not permitted.
- 10.1.11. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool or water features.

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- 10.1.12. Changing of diapers must be done in the restrooms only.
- 10.1.13. Large rafts or inflatables are not permitted.
- 10.1.14. Footballs, basketballs, baseballs, tennis balls, volleyballs, and other toys not designed for pool use are prohibited. The use of these toys may be limited by District Staff.
- 10.1.15. Alcoholic beverages are not permitted in the pool facilities at any time.
- 10.1.16. Glass containers of any kind are not permitted in the pool facilities.
- 10.1.17. Coolers, cups, bags, backpacks, and such, are subject to inspection at any time by District Staff.
- 10.1.18. Radios and “boom boxes” may not be played at the pool. Personal listening devices with headset/earphones are permissible on the pool deck
- 10.1.19. No food or drink is permitted within ten (10) feet of any pool per Florida Statute.
- 10.1.20. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
- 10.1.21. Items left in the pool facilities after closing will be kept in lost and found for one week. If the item(s) are not claimed, the item(s) will be discarded or donated to charity.
- 10.1.22. Each residential household 18 years of age or older may bring up to five (5) guests for use of the pool facilities.
- 10.1.23. Any person swimming after the facility is closed may be suspended from the amenities and is subject to trespassing charges.
- 10.1.24. Call 911 in the event of an emergency.
- 10.1.25. Improper conduct, obscenities, and verbal or physical threats by residents and/or guests will not be tolerated in the swimming pool facilities. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive or abusive language or behavior. Residents are also responsible for family and guests.
- 10.1.26. All residents are required to swipe their own access card/mobile pass to gain entry to clubhouse facilities. DO NOT hold doors/gates open for others entering the facilities behind you.
- 10.1.27. Residents are responsible for ensuring the pool area remains in a clean and sanitary condition at all times. Place trash in proper receptacles.
- 10.1.28. Residents should return chairs to the upright position in their original location.

- 10.1.29. Wet bathing suits or bare feet are not permitted inside the clubhouse, other than the locker room/restroom areas.
- 10.1.30. To maintain proper hygiene, showering is required prior to entering the pool.
- 10.2. The teaching of lessons in the swimming pool facilities is STRICTLY PROHIBITED except as approved by the Board of Supervisors. If Management suspects there is a swim lesson, you will be asked to sign a waiver and provide a certificate of insurance, naming Seven Oaks CDD as an additional insured.
 - 10.2.1. Violations of the rules, damaged equipment, and unsafe conditions are to be reported to the District Staff.

10.3. Slide Rules

- 10.3.1. The hours of operation for the water slide may vary. No guarantee is made as to the availability of the slide and the slide may be closed due to low attendance, poor weather, or for other reasons without notice.
- 10.3.2. All persons using the slide and all other club facilities do so at their own risk. Riders must be in good general health. Persons with heart or back conditions should not ride. It is not recommended that pregnant women ride. Do not ride while under the influence of alcohol or drugs. Exit the slide quickly.
- 10.3.3. All persons using the water slide MUST meet the height requirement of 42 inches. A child may not ride down the slide with an adult.
- 10.3.4. Only one rider at a time is permitted on the slide. Riders must lay down, feet first, ankles crossed, arms crossed or hands interlocked behind head all the way down the slide. No standing, spinning or stopping on the slide surface.
- 10.3.5. The water slide may only be used when the pool and water slide are being monitored by an attendant.
- 10.3.6. Proper attire is required on the water slide, as defined in 10.1.8. This includes swim trunks and bathing suits. Standard swimwear only. (Rashguards – form-fitting shirts for use in water and swim caps – are also permitted.) Loose articles of clothing, including, hats, scarves, headwear is not permitted.
- 10.3.7. Form fitted Jewelry only, no metal zippers, combs, ornamental metals, food, jeans, t-shirts, cut-offs, shoes, sunglasses, eyeglasses are not permitted on the slide.
- 10.3.8. Inflatables, rafts, and life jackets of any kind are not permitted on the water slide. This includes arm inflatables.
- 10.3.9. Maximum Weight is 300lbs

- 10.3.10. Guests are required to adhere to the same policies and guidelines as residents.
- 10.3.11. Call 911 for emergencies.
- 10.3.12. Any resident who observes a violation of these rules and regulations shall bring the matter to the attention of any staff on duty. Residents are discouraged from trying to enforce the rules on their own.
- 10.3.13. The interpretation and enforcement of all rules is solely at the discretion of District Staff and may be amended at any time.
- 10.3.14. Residents and their guests must follow the instructions of the pool/water slide attendants and District Staff at all times. Failure to follow the rules may result in suspension or loss of access right privileges to the clubhouse.
- 10.3.15. Failure to follow the rules may result in serious injuries or death.
- 10.3.16. Guests are required to adhere to the same rules, policies and guidelines as residents.

11. Fitness Room

- 11.1. The fitness room will be accessible to residents with their access card or mobile pass during hours of operation. The Fitness Center is open 24 hrs per day. After hours access is through the pool gate and the door across from the pool gate.
- 11.2. Access cards or mobile passes must be readily available for District Staff to view when using the facility.
- 11.3. Each access holder may bring up to two (2) guests to the fitness room.
- 11.4. Residents and their guests must follow the instructions of the District Staff at all times.
- 11.5. Guests are required to adhere to the same rules, policies and guidelines as residents.
- 11.6. You must be at least 15 years of age to enter or use the fitness center.
- 11.7. All persons using the fitness equipment do so at their own risk.
- 11.8. Proper workout attire must be worn while using the facilities. Shirts and athletic shoes are mandatory.
- 11.9. All persons using the fitness room are to be considerate of others. Usage is on a first come, first serve basis. During peak periods, use of the treadmill, bikes, and elliptical machines is limited to 30 minutes.
- 11.10. Fitness center equipment shall not be removed from the fitness room.

- 11.11. Personal listening devices with headset/earphones are permissible. Portable radios and/or “boom boxes” are not permitted in the fitness room.
- 11.12. Cell phone usage is not permitted in the fitness room. Set cell phone on vibrate and take all calls in the lobby.
- 11.13. All persons using the fitness equipment are required to wipe down the equipment with disinfectant wipes before and after each use.
- 11.14. Improper conduct, obscenities, and verbal or physical threats by residents and/or guests will not be tolerated in the fitness room. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive or abusive language/behavior. Residents are also responsible for family and guests.
- 11.15. The dropping of free weights is not permitted.
- 11.16. Skateboards, rollerblades, basketballs, etc. are not permitted in the fitness room.
- 11.17. The television volume is to be kept to an acceptable level so as not to disturb others.
- 11.18. Food and or glass are not permitted.
- 11.19. Lights, fans, and the television are to be turned off upon leaving the fitness room.
- 11.20. The interpretation and enforcement of all rules is solely at the discretion of District Staff and may be amended at any time.
- 11.21. Call 911 for emergencies.
- 11.22. All residents are required to swipe their own access card or mobile pass to gain entry to clubhouse facilities. DO NOT hold doors/gates open for others entering the facilities behind you.
- 11.23. Any resident who observes a violation of these rules and regulations shall bring the matter to the attention of any District Staff on duty or email clubhousemanager@sevenoakscdd.com Residents are discouraged from trying to enforce the rules on their own.
- 11.24. A personal trainer in the fitness center is STRICTLY PROHIBITED except as approved by the Board of Supervisors. If Management suspects there is a trainer, you will be asked to sign a waiver and provide a certificate of insurance, naming Seven Oaks CDD as an additional insured.
- 11.25. Violations of the rules, damaged equipment, and unsafe conditions are to be reported to the District Staff.

12. Rentals

12.1. Reservation Policies

- 12.1.1. The District would like to accommodate the usage of community facilities by all residents, however usage by groups of multiple families and their guests is subject to availability and possible fees at the discretion of District Staff.
- 12.1.2. Prior to renting any area of the District amenities, the rental applicant must sign a rental agreement.
- 12.1.3. Payment in full is required at the time a reservation is made.
- 12.1.4. Cancellations within the 14 days prior to a reserved date are not permitted will not be eligible for any refund.
- 12.1.5. Cancellations prior to 14 days before a reserved date are subject to a fee as stated on the rental agreement.
- 12.1.6. The renter must be present to sign in prior to any guests being allowed access to reserved areas. They must also be present at the function during the **entire** reservation period or the function will be charged at the non-resident rate as stated on the rental agreement.
- 12.1.7. Setup and cleanup must be completed within the maximum time frame specified. The renter is provided with a cleaning list that must be completed by your check out time. Any cleaning left undone, will incur a cleaning fee that will be billed to the reserving renter.
- 12.1.8. Renter agrees to pay any additional fees for damages that may occur.
- 12.1.9. All guests and children under the age of 12 must be supervised at all times.
- 12.1.10. Furniture may only be moved in the presence and with approval of District Staff.
- 12.1.11. All functions must be contained within the area reserved. The use of the restrooms is included.
- 12.1.12. Approval of all events is subject to the discretion of the Board of Supervisors. The Board reserves the right to reduce or waive rental fees for community service or other functions. The Clubhouse Manager may waive rental fees, or a portion thereof, when warranted due to issues with the rental facility or clubhouse staffing that affect the renter's use of the rental facility.

12.2. Gathering Room

- 12.2.1. Maximum Guests - Sixty (60)
- 12.2.2. Please verify with club management in advance for availability.
- 12.2.3. Reservations may be placed on hold for up to two (2) days. Payment must be made in full after 2 days or the reservation will be deleted.
- 12.2.4. Rental rates, and any additional charges or fees which may apply are doubled for non-residents.
- 12.2.5. Furniture may only be moved in the presence and with approval of District Staff.
- 12.2.6. All exterior doors must remain closed.

12.3. Theater

- 12.3.1. The Theater may be used to play power point presentations, legal store-bought DVD movies, or watch television.
- 12.3.2. Reservations may be placed on hold for up to two (2) days. Payment must be made in full after 2 days or the reservation will be deleted.
- 12.3.3. Pirated or otherwise illegal copies of movies are not to be viewed/played anywhere in the clubhouse or Theater.
- 12.3.4. Use of the Theater requires the signing of the "Theater Usage Agreement".
- 12.3.5. Subject to availability, there is no charge for using the Theater for access card holders and up to 5 guests.
- 12.3.6. Reservations for more than five guests, are considered rentals/private functions.
- 12.3.7. Theater rentals do not include use of the Gathering Room and/or kitchen area and the maximum amount of persons attending may not exceed 30.
- 12.3.8. Please contact Club Management in advance for availability.
- 12.3.9. All exterior doors must remain closed.

12.4. Pool Cabana Rentals

- 12.4.1. Individuals renting Cabanas are entitled to a maximum of 25 total people per cabana rented.
- 12.4.2. Reservations may be placed on hold for up to two (2) days. Payment must be made in full after 2 days or the reservation will be deleted.
- 12.4.3. Furniture may only be moved in the presence and with approval of District Staff.
- 12.4.4. In the case of inclement weather, the party will not be permitted to move guests inside.

- 12.4.5. In the event that District Staff closes the pool for any reason during a reservation, a rain-check with no cash value will be issued for the amount of time remaining on the rental at the time of closure.

13. CDD Common Areas, Nature Trail and Parks

- 13.1. Neighborhood parks close at dusk.
- 13.2. Children under the age of 12 must be supervised by an adult at all times. Management can issue guest passes for individuals 12 years of age or older. Youth ages 12-14 can utilize the playground areas with a valid access card.
- 13.3. Glass containers are not permitted.
- 13.4. Alcoholic beverages are not permitted.
- 13.5. Dog waste is to be picked up and disposed of in a proper receptacle.
- 13.6. No loitering after hours. Unauthorized persons may not occupy the District's property after hours. This includes but it not limited to, the Clubhouse, Parking lot, Parks, common areas, trails, etc.
- 13.7. No Fishing, No swimming, No Boating is permitted in any of the ponds or waterways. Fishing is permitted in Pond #15 as the District's Designated Fishing Area (see Resolution 2012-08, as amended).
- 13.8. No Motorized Vehicles are permitted on the nature trail
- 13.9. Violations of the rules, damaged equipment, and unsafe conditions are to be reported to the District Manager.
- 13.10. Grilling, barbecuing, or fires of any kind on CDD property is prohibited.
- 13.11. Use of fireworks are not permitted on district property.
- 13.12. Improper conduct, obscenities, loud and disruptive behavior, and verbal or physical threats by residents and/or guests will not be tolerated in community parks or on CDD property. Actions by any person which may be dangerous, create a health or safety concern, create a hostile environment, or disturb others, are not permitted. This includes, but is not limited to, intoxication, quarreling, threatening, fighting, and offensive/abusive language or behavior.

13.13. Clubhouse Parking Lot, and Common Areas

- 13.13.1. All common areas that are not lit by overhead lighting close at dusk.

- 13.13.2. Use of skateboards, rollerblades, bicycles, or unauthorized motor vehicles (such as dirt bikes or ATV's) is not permitted in the clubhouse parking lot.
- 13.13.3. Unauthorized vehicles may be towed at owner's expense and risk.
- 13.13.4. In order to park over night, individuals must obtain a parking pass from clubhouse managers. The pass is authorized for the duration of 2 days for guest parking only, based upon availability.
- 13.13.5. Unauthorized persons may be cited for trespassing.
- 13.13.6. Unauthorized vehicles are not permitted to park or drive upon areas of CDD property that are not intended for vehicular parking or driving.

13.14. Soliciting In the Community

- 13.14.1. No unauthorized solicitation or door to door sales on CDD property is permitted at any time.
- 13.14.2. In order to use District property for the purpose of soliciting or to move about the community for the purpose of soliciting, one must obtain written consent from the CDD Board of Supervisors.
- 13.14.3. District Staff may require that persons suspected of unauthorized soliciting leave District property immediately.
- 13.14.4. If the person(s) refuse to leave, the District Staff may contact Law Enforcement and request that a permanent trespass be issued by the Sheriff on behalf of the District.

14. CDD Rule Infraction Policy

14.1 Enforcement procedures

- 14.2 District staff will take into account the circumstances of each infraction and assign a level of severity accordingly.

SEVERITY	EXAMPLES	CONSEQUENCES
Level 1	Basic rule infractions, obscenities, misuse of property, intoxication, etc.	Immediate loss of right to access district amenities for 24 hours.

SEVERITY	EXAMPLES	CONSEQUENCES
Level 2	Failure to comply with staff instructions, loaning/passing of access cards, unauthorized means of entry, etc.	Immediate loss of right to access district amenities for 7 days.
Level 3	Bringing weapons/drugs on district property, vandalism, fighting, trespassing, or repeated violations.	Immediate loss of right to access district amenities pending review by District Manager.

14.3 Appeals Process

- 14.3.1 The violator may appeal the infraction in writing by emailing/ mailing it to the District Manager.
- 14.3.2 The Board of Supervisors will conduct an appeals hearing at the next regularly scheduled monthly CDD meeting from the date the appeal was received.

15. PENALTY GUIDELINES

- 15.1.1. In all cases if the offender is under eighteen (18), the parent/guardian will be called immediately if not present. A copy of the written warning and/or suspension notice will be mailed to the parent or guardian. In all cases of suspension, a written notice will be provided to the offender by District Management upon request.
- 15.1.2. If a warning is ignored or a person displays blatant disregard for following the rules, a penalty may be upgraded.
- 15.1.3. The waiver by District Staff or the CDD board of an infraction(s) does not constitute a waiver of subsequent infraction(s). Depending upon individual circumstances, consequences of an infraction(s) may vary from instance to instance.
- 15.1.4. In addition to penalties and reimbursement for damages, the Board of Supervisors may take additional legal action against persons who do not comply with the rules and regulations.
- 15.1.5. ALL suspension of privileges and decisions made by the District Staff allow for the violator to protest the suspension at a regular CDD meeting and appeal the decisions of the District Staff, however the suspension will remain in effect until review by the CDD Board.

- 15.1.6. If the severity of a violation of any of the Rules and Regulations is deemed to endanger the welfare of any individuals or property, the District Staff will retain the right to contact the Pasco County Sheriff's Office and/or adjust the consequences to fit the violation at any time.
- 15.1.7. At the discretion of District Staff, infractions of the rules may result in immediate suspension of access privileges.

16. Revisions, Errata, and Waivers

- 16.1. The materials appearing in this guide may include technical, factual, typographical, or other errors. In any case where this may have occurred, the CDD board should be consulted to determine the desired meaning of the policy or rule. The CDD Board may make changes to the materials contained in this guide at any time without notice. The most current version of this guide will be available on the official community website, www.SevenOaksLife.com.
- 16.2. Headings and section titles are inserted for the convenience of the reading parties only and are not to be considered when interpreting this guide book.
- 16.3. When applicable, words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 16.4. In the event that any of the provisions of this guide are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.
- 16.5. The waiver by District Staff or the CDD Board of a breach, default, delay or omission of any of the provisions of this guide by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Tab 10

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, April 10, 2024, at 3:03 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Sean Grace	Board Supervisor, Chairman
Jack Christensen	Board Supervisor, Vice Chairman
Tom Graff	Board Supervisor, Assistant Secretary <i>(via phone)</i>
Andrew Mendenhall	Board Supervisor, Assistant Secretary
Jon Tomsu	Board Supervisor, Assistant Secretary <i>(via phone)</i>

Also present were:

Scott Brizendine	District Manager, Rizzetta & Co., Inc.
Kathryn Hopkinson	District Counsel, Straley, Robin & Vericker
Greg Woodcock	District Engineer, Stantec <i>(Via Phone)</i>
Theresa DiMaggio	Clubhouse Manager
John Gentilella	Field Ops Manager.

Audience	Present
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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

Audience comments were entertained regarding a request for audience members to be emailed responses.

A discussion was held regarding adjusting the pool temperature, with the Board deciding not to make any changes at this time.

THIRD ORDER OF BUSINESS

Reports & Presentations

A. District Engineer

Mr. Woodcock stated that he met with Mr. Gentilella regarding placement of an additional dumpster, and he believes that a change can be made to the entry direction to make it work. He will bring an estimate of the cost to make the change to the budget workshop.

Mr. Woodcock informed the Board that in researching Juniper Bay being a one-way street, he has been unable to locate anything indicating it was permitted that way.

1. Update on Milling and Resurfacing Project

Mr. Woodcock stated that Kearney is planning to submit a bid for the project. Discussion was held regarding the timing to review the proposals.

B. District Counsel

1. Update Regarding Parcel S-12

Ms. Hopkinson stated that there is no update to report at this time.

Ms. Hopkinson stated that she is still working with Mr. Gentilella to finish up the RFP for the playground.

C. Field Operations Update

Mr. Gentilella presented and reviewed his Field Manager's report, informing the Board that Amberside parking around the park perimeter is prohibiting tree trimming. The Board asked that letters be sent to homeowners advising them to move cars so the vendor can work.

Mr. Gentilella recommended the replacement of three additional playgrounds and a brief discussion ensued.

On a Motion by Mr. Mendenhall, seconded by Mr. Grace, with three in favor and two against (Mr. Tomsu and Mr. Graff), the Board of Supervisors approved replacing the three playgrounds with funding to come out of the reserves, for the Seven Oaks Community Development District.

A homeowner has decorated a vehicular gate. Mr. Gentilella will contact the homeowner requesting they do not decorate the gate going forward.

D. Clubhouse Manager

Ms. DiMaggio presented her report and led discussion regarding the best way to get the word out for community events. Utilizing snipe signs and posting in the newsletter were suggested, with concerns being noted with the use of snipe signs.

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On a Motion by Mr. Mendenhall, seconded by Mr. Christensen, with four in favor and one against (Mr. Tomsu), the Board of Supervisors approved placement of 25 snipe signs 2 weeks prior to the event and overcommunicating through the normal channels, for the Seven Oaks Community Development District.

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2. Discussion Regarding Non-Resident User Feed for Renting Gathering Room

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Ms. DiMaggio requested an increase to non-residential fees for renting the gathering room due to insurance increases and the wear and tear on the room. She stated that the current fee is \$290 for three hours with residents being charged \$145 for three hours. Both pay a \$400 deposit. Discussion ensued with no Board action being taken. Ms. Hopkinson will research whether non-resident rentals can be restricted to certain days of the week.

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Ms. DiMaggio expressed concern with part-time employee rates and whether their rates are competitive.

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On a Motion by Mr. Grace, seconded by Mr. Mendenhall, with all in favor, the Board of Supervisors authorized Mr. Mendenhall to provide a payroll worksheet to determine rates for part-time employees. for Seven Oaks Community Development District.

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3. Discussion on Fax Line

Ms. DiMaggio spoke regarding the installation of a fax line. The Board agreed not to have a fax line installed.

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E. District Manager

Mr. Brizendine informed the Board the next regular meeting will be held on Wednesday, May 8, 2024, at 6:00 p.m. at the Seven Oaks Clubhouse, as well as a budget workshop on April 22nd at 6:00 p.m.

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1. Review of District Management Report

Mr. Brizendine presented the District Management Report to the Board , noting that through March 96.44 % of the assessment revenue has been collected, which is slightly higher than last year.

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2. Review of Financial Statements

Mr. Brizendine presented the Financial Statements to the Board, stating that the District Engineer expenses are over budget as are special events; he anticipates the other expenses will come in line as we go through the year. He also noted that revenue from the events have more than covered the costs.

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127 **FOURTH ORDER OF BUSINESS**

Consideration of Minutes of the Board Supervisors’ Meeting held on March 13, 2024, and O&M Enterprise Fund and General Fund Expenditures for March 2024

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On a Motion by Mr. Grace, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors’ Meeting held on March 13, 2024, and the O&M General Fund Expenditures (\$169,434.27) and the O&M Enterprise Fund (\$10,834.82) for March 2024, as presented, for the Seven Oaks Community Development District.

133 **FIFTH ORDER OF BUSINESS**

Supervisor Requests

There were no Supervisor requests put forward at this time.

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138 **SIXTH ORDER OF BUSINESS** **Continuance**

Following a brief discussion the Board decided to continue the meeting until the 22nd to review the proposals for the milling and resurfacing project.

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On a Motion by Mr. Grace, seconded by Mr. Mendenhall, with all in favor, the Board of Supervisors continued the meeting at 3:55 p.m. until April 22, 2024, at 5:30 p.m. for Seven Oaks Community Development District.

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Assistant Secretary

Chairman/Vice Chairman

Tab 11

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 continued meeting of the Board of Supervisors of Seven Oaks Community Development District was held on **Monday, April 22, 2024, at 5:32 p.m.** at the Seven Oaks Clubhouse, located at 2910 Sports Core Circle, Wesley Chapel, FL 33544.

Present and constituting a quorum:

Sean Grace	Board Supervisor, Chairman
Jack Christensen	Board Supervisor, Vice Chairman
Tom Graff	Board Supervisor, Assistant Secretary
Jon Tomsu	Board Supervisor, Assistant Secretary

Also present were:

Scott Brizendine	District Manager, Rizzetta & Co., Inc.
Kathryn Hopkinson	District Counsel, Straley, Robin Vericker (via Phone)
Greg Woodcock	District Engineer, Stantec (Via Phone)
Theresa DiMaggio	Clubhouse Manager

Audience	Present
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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

An audience comments was entertained regarding the receipt of only one bid for the 2024 Roadway Milling and Resurfacing Project.

THIRD ORDER OF BUSINESS

Consideration of Milling and Resurfacing Proposal

Mr. Brizendine informed the Board that the public bid opening was conducted on April 19th at 3:00pm. Only one proposal was received. The proposal was from Kearney Companies and the amount was \$987,654.32. Mr. Woodcock discussed the proposal

SEVEN OAKS COMMUNITY DEVELOPMENT DISTRICT

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Page 2

47 and informed the Board that the total price is higher than anticipated and would
48 recommend that the Board put the project out for bid but also make some adjustments to
49 the package by separating out the round-a-bout pavers and asphalt as bid alternates. He
50 informed the board that their estimate was approximately \$546,000 utilizing FDOT
51 industry pricing. The new timeline for bidding was discussed. The goal would be to try
52 to advertise the new RFP around the first of May hold the pre-bid meeting on May 27th
53 but make this meeting non-mandatory. The proposals would be due on July 1st for the
54 Board to review at their July 10th meeting.

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On a Motion by Mr. Grace, seconded by Mr. Tomsu, with all in favor, the Board of Supervisors rejected the proposal received from Kearney Companies for the Seven Oaks Community Development District.

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On a Motion by Mr. Tomsu, seconded by Mr. Grace, with all in favor, the Board of Supervisors authorized staff to advertise the Request for Proposals for the 2024 Milling and Resurfacing Project utilizing the new bid package and timelines as discussed for the Seven Oaks Community Development District.

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58 **FOURTH ORDER OF BUSINESS** **Supervisor Requests**

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60 Board Supervisor Grace requested the Board review the language of the existing
61 district policies regarding infractions and misuse of amenities at their May meeting.

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63 Board Supervisor Tomsu requested Mr. Woodcock to provide his input on the
64 street signage in the Lakeside village at their May meeting.

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66 **FIFTH ORDER OF BUSINESS** **Adjournment**

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68 Mr. Brizendine requested a motion from the Board to adjourn the meeting.

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On a Motion by Mr. Tomsu, seconded by Mr. Grace, with all in favor, the Board of Supervisors adjourned the meeting at 5:48 p.m. for Seven Oaks Community Development District.

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Secretary

Chairman/Vice Chairman