

*South Village  
Community Development District*

*November 5, 2019*

# *South Village*

## *Community Development District*

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475 West Town Place, Suite 114  
Phone: 904-940-5850 - Fax: 904-940-5899

October 29, 2019

Board of Supervisors  
South Village Community  
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the South Village Community Development District will be held Tuesday, November 5, 2019 at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

Following is the advance agenda for this meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of Minutes of the September 17, 2019 Meeting
- IV. Consideration of Property Owner's Revised Offer for Sale of Cottages Parcel to District
- V. Public Hearing Adopting User Rates and Fees for Eagle Landing Golf Club and Recreational Facilities, Resolution 2020-01
- VI. Consideration of Resolution 2020-02, Setting a Public Hearing date to Adopt the Revised Rules of Procedure
- VII. Ratification of Audit Engagement Letter from Berger, Toombs, Elam, Gaines & Frank for the Fiscal Year 2019 Audit
- VIII. Discussion of Transfer of Funds to Recreation Fund & Golf Operation Fund
- IX. Ratification of Agreement with Baker Constructors, Inc. for Phase 6
- X. Update Regarding Phase 6 Construction Matters
  - A. Consideration of Baker Constructors Change Order 1 and 2
  - B. Update Regarding Road Construction and Acceptance
  - C. Ratification of Series 2019 Requisitions (36-39)
- XI. Consideration of Updates to Amenity Policies
- XII. Update Regarding Point of Sales System and Website
- XIII. Staff Reports
  - A. General Manager - Report
  - B. District Counsel
  - C. District Manager
- XIV. Supervisor's Requests
- XV. Audience Comments
- XVI. Financial Reports
  - A. Balance Sheet as of September 30, 2019 and Statement of Revenues and Expenses for the Period Ending September 30, 2019
  - B. Assessment Receipt Schedule
  - C. Approval of Check Register

XVII. Next Scheduled Meeting: 12/03/19 @ 6:30 p.m. @ Eagle Landing Residents Club  
XVIII. Adjournment

Enclosed for your review and approval is a copy of the minutes from the September 17, 2019 meeting.

The fifth order of business is the public hearing adopting rates and fees. Enclosed is a copy of the resolution along with a copy of the proposed rates.

The sixth order of business is consideration of Resolution 2020-02, which is enclosed for your review.

The seventh order of business is ratification of audit engagement letter, which is enclosed for your review.

The eighth order of business is discussion of transfer of funds. Enclosed is a spreadsheet for reference.

The ninth order of business is ratification of agreement with Baker Constructors, which is enclosed for your review.

The tenth order of business is update regarding Phase 6 construction matters. Enclosed for your review is a copy of Change Order No. 1 and No. 2 and Requisitions 36-39.

The eleventh order of business is consideration of updates to amenity policies. A copy of the proposed revisions will be sent under separate cover.

Enclosed under the General Manager's report is a memorandum.

Enclosed for your review and approval is a copy of the balance sheet and income statement, assessment receipt schedule and check registers. A copy of the golf & recreation financials will be sent under separate cover.

The balance of the agenda is routine in nature and any additional support material will be presented and discussed at the meeting. If you have any questions, please feel free to contact me.

Sincerely,

*James Oliver*  
James Oliver  
District Manager

cc:	Katie Buchanan	Rachael Welch	Keith Hadden
	Jim Hahn	Bois Farrar	Batey McGraw
	Jude Barwig	Matt Biagetti	Gabriel McKee
	Darrin Mossing		

## *AGENDA*

# *South Village Community Development District*

Tuesday  
November 5, 2019  
6:30 p.m.

Eagle Landing Residents Club  
3975 Eagle Landing Parkway  
Orange Park, Florida 32065  
**Call In # 1-800-264-8432 Code 537347**

- I. Roll Call
- II. Audience Comments
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- XVIII. Adjournment

**Board Oversight**

- A. Chairman Payton – Gym/Tennis*
- B. Vice Chairman Krueger – Aquatics Center*
- C. Supervisor Hermening - Golf*
- D. Supervisor Randy Smith – Parks*
- E. Supervisor Rick Smith – Landscape Maintenance*

**PUBLISHER AFFIDAVIT**  
**CLAY TODAY**  
 Published Weekly  
 Orange Park, Florida

**STATE OF FLORIDA**  
**COUNTY OF CLAY:**

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

**NOTICE OF RULE DEVELOPMENT**

in the matter of

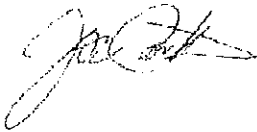
**GOLF CLUB & FACILITIES**

**LEGAL: 44955 ORDER: 304214**

was published in said newspaper in the issues:

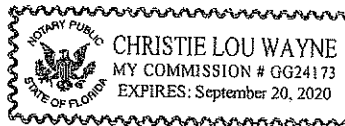
**09/26/2019**

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 09/26/2019.

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



3515 US HWY 17 Suite A, Fleming Island FL 32003  
 Telephone (904) 264-3200 - FAX (904) 264-3285  
 E-Mail: Christie@opcfla.com

**NOTICE OF RULE  
 DEVELOPMENT  
 BY THE SOUTH VILLAGE  
 COMMUNITY  
 DEVELOPMENT DISTRICT**

Pursuant to Chapters 190 and 120, Florida Statutes, the South Village Community Development District gives notice of its intent to develop rules establishing fees related to the use of the District's Eagle Landing Golf Club and recreation facilities. The purpose and effect of these rules is to provide for efficient and effective District operations by setting rates and fees to implement the provisions of Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.035(2), 190.011(5), 120.54 and 120.81, Florida Statutes (2018). A public hearing will be conducted by the District on Tuesday, November 5, 2019, at 6:30 p.m., at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065. A copy of the proposed rules and fees may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850. Legal 44955 published Sept 26, 2019 in Clay County's Clay Today newspaper

## PUBLISHER AFFIDAVIT

CLAY TODAY  
Published Weekly  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement Being

## NOTICE OF RULEMAKING

In the matter of

EAGLE LANDING RATES

Legal 44968

Order 249876

was published in said newspaper in the issues

OCTOBER 3, 2019

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed  
before me this 3RD day of OCTOBER, 2019

Christie Lou Wayne  
NOTARY PUBLIC, STATE OF FLORIDA



3513 US HWY 17 Suite A Fleming Island FL 32003  
Telephone (904) 264-3200 - FAX (904) 264-3285  
E-Mail: Christie@opcfla.com

## NOTICE OF RULEMAKING FOR EAGLE LANDING GOLF CLUB AND RECREATIONAL FACILITIES USER RATES AND FEES BY SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors ("Board") of the South Village Community Development District ("District") on Tuesday, November 5, 2019, at 6:30 p.m., at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to revise the District's Eagle Landing Golf Club and recreational facilities user rates and fees (collectively, "Amenity Rates"). The public hearing will provide an opportunity for the public to address proposed revisions to the Amenity Rates. The proposed Amenity Rates are as follows:

### Eagle Landing Golf Club - User Rates & Fees

GOLF CLUB (Rates are for Residents/Passholders unless otherwise specified)	
Golf Lessons - Individual	\$25 - \$60
Golf Lessons - Group	\$40 - \$150
Golf Lessons - Series	\$120 - \$300
Golf Lesson - Playing	\$50 - \$200
Clinics & Camps	\$75 - \$400

The proposed rates may be adjusted at the public hearing pursuant to discussion by the Board and public comment. The purpose and effect of the Amenity Rates is to provide for efficient District operations by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes (2018). Specific legal authority for the rule includes Sections 190.035(2), 190.011(5) and 120.54, Florida Statutes. Prior Notice of Rule Development was published in Clay Today on September 26, 2019.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Office (herein defined) at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

A copy of the proposed rule may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850 ("District Office").

Legal 44968 published Oct 3, 2019 in Clay County's Clay Today newspaper.

### *THIRD ORDER OF BUSINESS*

SOUTH VILLAGE  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the South Village Community Development District was held Tuesday, September 17, 2019 at 6:30 p.m. at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida

Present and constituting a quorum were:

Chris Payton	Chairman
Grant Krueger	Vice Chairman
Kelly Hermening	Supervisor (by telephone)
Randy Smith	Supervisor
Rick Smith	Supervisor

Also present were:

Jim Oliver	District Manager
Katie Buchanan	District Counsel
Keith Hadden	District Engineer
Jim Hahn	General Manager, Honours Golf
Matt Biagetti,	Director of Operations
Josh Heintzman	Golf Professional, Honours Golf
Alan Slaughter	Golf Course Superintendent, Honours Golf
Dean Vincent	East West

The following is a summary of the actions taken at the September 17, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 6:30 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the August 6, 2019 Meeting**

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor the minutes of the August 6, 2019 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS****Update Regarding Phase 6 construction Matters****A. Consideration of Construction Proposals**

Mr. Oliver stated the district issued an RFP for construction and as part of that process approved evaluation criteria. There were two proposals submitted and the engineer can provide details regarding his recommended scoring.

Mr. Hadden stated Dean and I went through the bids based on the evaluation criteria and ranked Baker no. 1 and Vallencourt no. 2. Baker was about \$100,000 less on the base bid and the lake site work \$10,000 less and the pocket parks were about \$2,000 less. All in all it turned out to be about a little over \$100,000 difference. Baker has a very good reputation. My recommendation is to award the bid for the second phase of Eagle Landing 6 to Baker Construction.

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor Baker Construction was ranked no. 1 and was awarded the contract for Eagle Landing Phase 6.

**B. Consideration/Ratification of Services 2019 Requisitions (31-35)**

Mr. Hadden outlined requisitions 31 – 35 dealing with construction costs from the first phase of the Westbank Project.

Mr. Randy Smith asked has Clay County accepted Tynes Boulevard? Wasn't that the issue last time?

Mr. Vincent stated they have not accepted it. In the contract with Tynes Boulevard and as a reminder no CDD dollars went towards the construction of Tynes Boulevard it is all county. The stub connects to 5A, which is a road that is part of Eagle Landing 6 section 1B but that has nothing to do with Tynes Boulevard other than subdivision improvements.

Mr. Randy Smith asked is the Eagle Rock part of these invoices for Vallencourt?

Mr. Vincent stated Oakland Hills is the west side, Eagle Rock is the east side. We are doing a walk through on the subdivision on Thursday and I road through there today and pretty much all the work is done; there is going to be a slight punch list with some cleaning up. The

conundrum is even though the subdivision is complete the county hasn't accepted Tynes Boulevard yet because the county has some issues with paving, which everything was resolved as of yesterday. The concern is in the contract with Tynes Boulevard you have a substantial and final completion. Substantial completion is defined, can you use the project for its significantly intended purposes and the intended purpose is to be able to drive on it. That is not the way the county views it. The county views it that they want all the punch lists completed, which includes the landscaping, trees, sod and irrigation even though you can drive down the road without that. We are meeting tomorrow to try to get them to concur to open it to traffic once the punch list items as it relates to pavement, sidewalks and striping and signage are all good. That is the purpose of that meeting.

Mr. Randy Smith stated that is Tynes. The stub?

Mr. Vincent stated the stub is part of the 77 lots, which is Eagle Landing 6 section 1. There is going to be a very small punch list on that one but opening that doesn't matter because Tynes Boulevard is not open. I don't know the county's reaction of whether they are going to allow us to resolve the punch list on Tynes Boulevard because striping and pavement and allow the landscaping to lag behind.

Mr. Randy Smith asked are we approving moneys for our portion of that construction from 5A and 5B in this Vallencourt invoice? We paid through the bond for that piece of road.

Mr. Vincent stated that is in the requisitions.

Mr. Randy Smith stated you are asking us to approve something we can't drive on yet.

Ms. Buchanan stated these requisitions are for the 2019 bonds, which is Phase 6 project but I think that stub is part of the Dream Finders project.

Mr. Vincent stated no, the requisitions you have been presented are not the final payment requisitions. You get submitted on a monthly basis progress payments. We hold 10% retainage even if they are 100% complete until the punch list is done. We are still holding about 20% every month.

Mr. Payton stated we have one entrance and one exit and this is our second we were promised Labor Day.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor requisitions 31-35 were ratified.
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**FIFTH ORDER OF BUSINESS**

**Ratification of Series 2016 A3 Requisitions**

There being no requisitions to consider the next item followed.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Fiscal Year 2018 Audit Report**

Mr. Oliver stated the audit report was included in your agenda packet and has been provided to the auditor general, it is a clean audit.

On MOTION by Mr. Payton seconded by Mr. Rick Smith with all in favor the fiscal year 2018 audit was accepted as revised.
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**SEVENTH ORDER OF BUSINESS**

**Discussion of Rate Hearing (October 1, 2019)**

Mr. Oliver stated next is discussion of the rate hearing scheduled for October 1, 2019.

Ms. Buchanan stated there are two points of discussion, one, is whether anyone has any comments on the rates and if you do reach out to Jim between now and the rate hearing. We noticed the maximum so we have the ability to reduce them, but we can't go higher. The second question we will probably address at the end of the meeting is the rate hearing is scheduled for October 1<sup>st</sup>, which is two weeks so if you were inclined to cancel that meeting we would need to re-notice it for your November meeting. I don't know that you want to cancel your October 1<sup>st</sup> meeting I'm just pointing out that they are very close together. We can decide now or at the end of the meeting.

It was the consensus of the board to cancel the October 1<sup>st</sup> meeting.

Mr. Hadden stated if you cancel the meeting would the board give the chairman the authority to sign contracts that I bring from Baker.

On MOTION by Mr. Randy Smith seconded by Mr. Rick Smith with all in favor the chairman was authorized execute the contract with Baker construction.
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**EIGHTH ORDER OF BUSINESS**

**Consideration of EL Westbank Phase 2**

This item taken earlier in the meeting.

**NINTH ORDER OF BUSINESS**

**Ratification of Agreement with MacCurrach  
for Renovations to Golf Course Bunkers**

Mr. Hahn stated MacCurrach is working, the contract has been signed, MacCurrach has signed it. Katie had a number of points she wanted changed on the original contract. She redlined it, sent it to MacCurrach they approved everything and signed it.

On MOTION by Mr. Payton seconded by Mr. Randy Smith with all in favor the agreement with MacCurrach for renovation of bunkers was ratified.

#### **TENTH ORDER OF BUSINESS**

#### **Consideration of The Lake Doctors, Inc. Proposal**

Mr. Oliver stated this slight increase was passed on to all the districts, the monthly invoice will go from \$2,166 to \$2,210.

Mr. Randy Smith asked do we anticipate having a need before the contract renews again to add more ponds?

Ms. Buchanan stated maybe.

Mr. Payton asked how long has it been since we bid the lake contract?

Mr. Oliver stated I don't remember the last time we solicited bids for lake maintenance services for this district.

Mr. Payton stated I wonder if it is time because there have been concerns about whether our lakes are being taken care of.

Mr. Hahn stated Matt and I have been paying close attention to the lakes and we went to Lake Doctors and asked for additional treatments. We identified six problematic lakes with a heavy buildup of algae. We changed the treatment to those six lakes and it curbed the algae problem. The lake by the cabana bar is much better than it has been, even no. 9 we have seen good results. They have stepped up and increased the treatments on the lakes and addressed some of those issues.

Mr. Payton asked have those increased treatments cost us extra money?

Mr. Hahn responded no.

Mr. Oliver stated the contract starts October 1 and it has a 30-day termination clause. There is nothing that prevents you from getting proposals. Unlike the RFP process, it is an informal process which does not require public notice .

Mr. Kreuger stated let's go with this for this year and keep an eye on what is going on and if need be next year we can put it out to bid.

On MOTION by Mr. Krueger seconded by Mr. Randy Smith with all in favor the proposal from Lake Doctors was approved.

## **ELEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. General Manager**

A copy of the operations report was included as part of the agenda package and included the operations of the amenity center, athletic center, tennis facility, golf and clubhouse operations, food and beverage, common areas and retention ponds, landscaping Members First and the Jonas system.

#### **B. District Counsel**

Ms. Buchanan stated I have two items tonight, the first relates to finalizing the golf course bonus. We previously discussed this at a workshop and Jim circulated a form of survey his company has used in the past. We propose to convert the survey questions to numbers so they would be numeric 1 – 5, take the average of your scores or the highest score you unanimously agree on as a board and based on that scoring system award the bonus on a prorata basis.

Mr. Payton stated I would say go with the average.

On MOTION by Mr. Krueger seconded by Mr. Randy Smith with all in favor the framework of the evaluation of the bonus for Honours Golf was approved.

Ms. Buchanan stated the second item is a request from Armstrong CDD, which is adjacent (Greyhawk). There is a pond that is designed and it borders and overlaps on both districts. What Armstrong has requested is that the two districts enter into a cost sharing agreement for the maintenance of the pond. Essentially, each district will be responsible for maintaining their portion of the land on their property and share the cost associated with the actual pond maintenance agreement.

Mr. Randy Smith stated we do a similar thing with the median and that is under one contract and we pay a prorata share.

Ms. Buchanan stated that is right. This is still in progress and I expect if you are comfortable with the concept we can approve it in substantial form and continue to tweak it.

On MOTION by Mr. Randy Smith seconded by Mr. Payton with all in favor the cost sharing agreement for the pond bordering South Village and Greyhawk was approved in substantial form.

**C. District Manager**

There being none, the next item followed.

**D. District Engineer**

Mr. Hadden stated since you approved the contractor for Phase 6 Section 2 Clay County requires that the developer, the CDD pay for inspection services. Clay County has approved two companies to provide CEI services, Eisman and Russo and England Thims & Miller and we reached out to both for costs and ETM was \$40,042.11 and Eisman & Russo was \$52,371. We have used ETM for Tynes and Greyhawk and we would like to start the process of getting them under contract so when they start the work out there these guys can be on board.

Mr. Payton asked is this a direct cost to us?

Ms. Buchanan stated it is in the bond cost.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor staff was authorized to enter into a contract with England Thims & Miller for CEI services for Phase 6 Section 2.

**TWELFTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Items discussed by the board and staff were, bunker renovations, additional sand for practice bunker, pickleball lines, fence between the lake and clubhouse being fabricated and should be installed within the next 30 days, Florida Wildlife recommendations on relocating the geese from the golf course in the spring, signage to be constructed by Dream Finders, social event to welcome members, stagnant air problem on portion of the golf course, costs of security, preparation of the pool for winter season, pond cost share, in addition to neighborhood signs Dream Finders is not using Eagle Landing standard sign posts and should replace them, in addition to

lowering the berms on the bunkers, does that change the slope the golf course, bunker 1 and 9 seem to hold water when it rains, the county is responsible for the sidewalk along Tynes Boulevard over to the Westbank property and every one of the corners on the Eagle Landing side is cracked and chipped, which will be pointed out to the county during the walk through, delay in opening that road, traffic safety concerns on Oakleaf Plantation Parkway and would like to have a light at the front entrance, residents should talk to the county commission about items related to roadways, update on credit card charge issue, no swimming signs on order.

**THIRTEENTH ORDER OF BUSINESS      Financial Reports**

**A. Balance Sheet as of July 31, 2019 and Statement of Revenues and Expenses for the Period Ending July 31, 2019**

The balance sheet and income statement were included as part of the agenda package.

**B. Assessment Receipt Schedule**

The assessment receipt Schedule was included as part of the agenda package.

**C. Approval of Check Register**

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the check register was approved.
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**FOURTEENTH ORDER OF BUSINESS      Next Meeting Scheduled for Tuesday, October 1, 2019 at 6:30 p.m. at Eagle Landing Residents Club**

Mr. Oliver stated the next meeting is November 5, 2019 at 6:30 p.m. and we will also have a rate hearing that night.

On MOTION by Mr. Payton seconded by Mr. Krueger with all in favor the meeting adjourned at 7:57 p.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FIFTH ORDER OF BUSINESS*

## **RESOLUTION 2020-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED EAGLE LANDING GOLF CLUB AND RECREATIONAL FACILITIES USER RATES AND FEES; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the South Village Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida; and

**WHEREAS**, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business and further provide that the District may adopt policies related thereto by resolution or motion; and

**WHEREAS**, the District previously adopted resolutions adopting a rate structure for the District's recreational facilities and user rates and fees for Eagle Landing Golf Club (collectively, "Amenity Rates"); and

**WHEREAS**, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board of Supervisors ("Board") finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the amended Amenity Rates, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application ("Amended Amenity Rates").

**WHEREAS**, the Board finds that the Amended Amenity Rates outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; (ii) the average number of persons residing or working in or otherwise occupying the premises served; and upon (iii) other factors affecting the use of the facilities furnished.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The above stated recitals are true and correct and by this reference are hereby incorporated into this Resolution.

**SECTION 2.** The Amended Amenity Rates as set forth in **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. **Exhibit A** to this Resolution shall supplement the existing Amenity Rates.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS** 5<sup>th</sup> day of November, 2019.

ATTEST:

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended Amenity Rates

## **EXHIBIT A**

### **Amended Amenity Rates**

#### **Eagle Landing Golf Club – User Rates & Fees**

<b>GOLF CLUB</b> (Rates are for Residents/Passholders unless otherwise specified)	
Golf Lessons – Individual	\$25 - \$60
Golf Lessons – Group	\$40 - \$150
Golf Lessons – Series	\$120 - \$300
Golf Lesson – Playing	\$50 - \$200
Clinics & Camps	\$75 - \$400

## *SIXTH ORDER OF BUSINESS*

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

TO: South Village Community Development District  
Board of Supervisors

FROM: Katie Buchanan

RE: Updated Provisions of the District's Rules of Procedure

DATE: October 28, 2019

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Please find attached to this memorandum an updated version of the South Village Community Development District's ("District's") Rules of Procedure ("Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at [katieb@hgslaw.com](mailto:katieb@hgslaw.com) or via phone at 850-222-7500.

### Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

### Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator ("Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

### Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

#### Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

#### Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

#### Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

#### Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

#### Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

#### Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

#### Suspension, Revocation, or Denial of Qualification (Pages 40–42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

#### Protest Bonds (Pages 61–62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

### Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, South Village Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt the District’s Rules of Procedure on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ .m., at the Eagle Landing Residents Club, 3975 Eagle Landing Parkway, Orange Park, Florida 32065.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 5th day of November, 2019.

**ATTEST:**

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**RULES OF PROCEDURE  
COMMUNITY DEVELOPMENT DISTRICT**

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**Rule 1.0      General.**

- (1) The \_\_\_\_\_ Community Development District (the "District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by ~~resident electors~~ the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, ~~and~~ and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
- (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
- (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
- (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference -shall be entitled to vote and take all other action as though physically present.
- (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2      District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in ~~the~~ this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, ~~119.07~~, Fla. Stat.

**Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language:- "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 ( ) . If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. The ~~notice and~~ agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least ~~seventy-two (72) hours~~ seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor's requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneysattorney must request such session at a public meeting.- Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. -The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
  - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
  - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
  - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0      Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~forty~~two hundred thousand dollars (\$~~40~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

~~(a) Hold all required applicable federal licenses in good standing, if any;~~

~~(b) Hold all required applicable state professional licenses in good standing;~~

~~(b) Hold all required applicable federal licenses in good standing, if any;~~

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee ~~should~~shall include at least three individuals, ~~some or all~~at least one of whom may~~which must also serve as members~~be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable ~~federal~~state professional licenses in good standing, ~~if any~~;
- (ii) Hold all required applicable ~~state professional~~federal licenses in good standing, ~~if any~~;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) ~~Understanding of scope of work;~~
  - ~~(iv)~~—Ability to furnish the required services; and
  - ~~(v)~~(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm; or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
  - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~ June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

| Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.  
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

### **Rule 3.3      Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.~~The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4      Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
- (i) Hold ~~the~~all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.  
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5      Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor~~contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed,

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~ including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) ~~proposals~~Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations, be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9      Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold ~~the all~~ required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for ~~a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.~~ a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.**

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 — Protests ~~With Respect To Proceedings under Rules 3.1, 3.2, 3.3,  
3.4, 3.5, 3.6, 3.8, and 3.9.~~

with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (e) If (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, the Board may require

any person who files a notice of protest ~~to~~ must post ~~at~~ the protest bond ~~in the~~. ~~The amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law.~~ In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2018,20, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

## *SEVENTH ORDER OF BUSINESS*



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

September 18, 2019

Jim Oliver, District Manager  
Governmental Management Services  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of South Village Community Development District, which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2019 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2019.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

## **The Responsibilities of the Auditor**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA



South Village Community Development District  
September 18, 2019  
Page 2

In making our risk assessments, we consider internal control relevant to South Village Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by South Village Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund
4. Recreation Fund
5. Golf Fund



South Village Community Development District  
September 18, 2019  
Page 3

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



South Village Community Development District  
September 18, 2019  
Page 4

Management is responsible for identifying and ensuring that South Village Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

South Village Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, South Village Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on South Village Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, South Village Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of South Village Community Development District's management which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **Records and Assistance**

If circumstances arise relating to the condition of the South Village Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the South Village Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



South Village Community Development District  
September 18, 2019  
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Patti Powers. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

#### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2019 will not exceed \$7,000 unless the scope of the engagement is changed, the assistance which South Village Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by South Village Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for South Village Community Development District, South Village Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



South Village Community Development District  
September 18, 2019  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of South Village Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. South Village Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of South Village Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of South Village Community Development District's financial statements. Our report will be addressed to the Board of South Village Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on South Village Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and South Village Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

South Village Community Development District  
September 18, 2019  
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

*J. W. Gaines, Secretary*  
\_\_\_\_\_  
*September 25, 2019*  
\_\_\_\_\_



Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## System Review Report

To the Directors

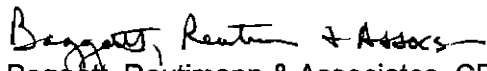
November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.

  
Baggett, Reutimann & Associates, CPAs, PA

(BERGER\_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 18, 2019)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092  
TELEPHONE: 904-940-5850  
EMAIL: JOLIVER@GMSNF.COM**

**Auditor: J.W. Gaines**

**By:** 

**Title: Director**

**Date: September 18, 2019**

**District: South Village CDD**

**By:** 

**Title: Secretary**

**Date: 9/25/2019**

*EIGHTH ORDER OF BUSINESS*

**General Fund Budget**

2019-2020

(Transfer from General Fund to Golf & Resident Fund)

	Months Fiscal Year	F/T	P/T	Monthly Hours	Hr Rate	Salary	Annual
<b>Starting Balance</b>							\$52,888
<b>Resident Center General Maintenance</b>							
PT Maintenance/All Departments	11		TBD	100	\$12.00		\$13,200
Gross Staff							\$13,200
Payroll Benefits/15%							\$1,980
Total payroll							\$15,180
<b>Golf Course Maintenance</b>							
FT Maintenance Staffer							
PT Maintenance Staffer							
Gross Staff							\$0
Payroll Benefits/15%							\$0
Total payroll							\$0
<b>Tennis Maintenance</b>							
FT Maintenance Staffer/Pro							
PT Maintenance Staffer/Pro							
PT Maintenance Staff Courts							
Gross Staff							\$0
Payroll Benefits/15%							\$0
Total payroll							\$0
<b>Golf Clubhouse Maintenance</b>							
PT Maintenance Clubhouse	11		TBD	100	\$12.00		\$13,200
Gross Staff							\$13,200
Payroll Benefits/15%							\$1,980
Total payroll							\$15,180
<b>Ending Balance After Payroll Transfers</b>							\$21,848



## *NINTH ORDER OF BUSINESS*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

South Village Community Development District  
Construction Services for Eagle Landing Phase 6, Section 2

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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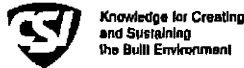
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



Construction Specifications Institute





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sterling Seacrest Partners, Inc P O Box 8004  Savannah GA 31402-8004		<b>CONTACT NAME:</b> Casey Nix <b>PHONE (A/C, No, Ext):</b> (912) 544-1900 <b>FAX (A/C, No):</b> (912) 544-1901 <b>E-MAIL ADDRESS:</b> cnlx@sspins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Indemnity Co of America	
		<b>INSURER B:</b> Travelers Property Casualty Insurance Company of	
		<b>INSURER C:</b> The Standard Fire Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CO 7277R144	06/16/2019	06/16/2020	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	810 0N892903	06/16/2019	06/16/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y	Y	CUP5J266611	06/16/2019	06/16/2020	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	UB 6K637732	06/16/2019	06/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Contractors Equipment/Inland Marine			860-1G393119-19	06/16/2019	06/16/2020	Leased/Rented Equip	500,000	

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

Eagle Landing Phase 6, Section 2 Infrastructure Improvements.

South Village Community Development District, Hadden Engineering, Inc., South Village Venture, LLC and The County of Clay County, Florida are named as additional insureds with respect to General Liability, Auto Liability and Umbrella as required by written contract. Waiver of Subrogation also applies to the additional insureds as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

South Village Community Development District c/o Governmental  
475 West Town Place, Suite 114

St. Augustine

FL 32092

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary (C-800, 2002 Edition).

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2715

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**Construction Services for Eagle Landing Phase 6, Section 2**

**EJCDC**  
**STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR FOR**  
**CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between South Village Community Development District (Owner)  
and Baker Constructors, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Construction and/or installation of infrastructure improvements as more specifically described in the Project Information Package and Proposal Submission Package for Construction Services for Eagle Landing Phase 6, Section 2 Infrastructure Improvements, as amended ("Project Manual").**

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Construction Services for Eagle Landing Phase 6, Section 2 Infrastructure Improvements**

**ARTICLE 3 - ENGINEER**

1.01 The Engineer on this Project is

Hadden Engineering, Inc.  
Post Office Box 9509  
Fleming Island, Florida 32006

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### ~~\*4.02 Dates for Substantial Completion and Final Payment~~

~~A. The Work will be substantially completed on or before \_\_\_\_\_, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before \_\_\_\_\_.~~

~~{or}~~

### ~~4.02 Days to Achieve Substantial Completion and Final Payment~~

~~A. The Work will be substantially completed within \_\_\_\_\_ days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within \_\_\_\_\_ days after the date when the Contract Times commence to run.~~

### \*4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ \_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ \_\_\_\_\_ for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, ~~5.01.B~~, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

One Million Nine Hundred Thirty-Six Thousand Six Hundred Fifty-Seven Dollars and One Cent	\$1,936,657.01
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

~~\*B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B.~~

~~As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.~~

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
---------------------	--------------------	-------------	-------------------------------	-------------------	------------------

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_

(words)

\$ \_\_\_\_\_  
(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

~~\*A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the \_\_\_\_\_ day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:~~

~~\*1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:~~

~~a. \_\_\_\_\_ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and~~

~~b. \_\_\_\_\_ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~\*2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to \_\_\_\_\_ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less \_\_\_\_\_ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

### \*6.03 Final Payment

~~A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.~~

#### ARTICLE 7 - INTEREST

~~\*7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of \_\_\_\_\_ percent per annum.~~

#### ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. Exhibits to this Agreement (enumerated as follows):
  - a. Amendments to Standard Form of Agreement
  - b. Contractor's Bid
  - c. Plans and Designs
  - d. Instructions to Bidders (pages 1 to 5, inclusive)
  - e. SJRWMD Permit
  - f. Final Schedule of Values
  - g. Bid Schedule
3. Performance bond (pages 1 to 2, inclusive).
4. Payment bond (pages 1 to 2, inclusive).
5. General Conditions (pages 1 to 41, inclusive).
6. Supplementary Conditions (pages 1 to 20, inclusive).
7. Specifications as listed in the table of contents of the Project Manual (Not attached to this Agreement).
  - a. ECS Report of Geotechnical Exploration, Westbank Phase 2
8. Addenda (numbers \_\_\_ to \_\_, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Order(s).

#### B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

#### C. There are no Contract Documents other than those listed above in this Article 9.

#### D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

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

### ~~\*10.02 Assignment of Contract~~

~~A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may~~

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on October 1, 2012 (which is the Effective Date of the Agreement).

OWNER:

South Village Community Development District

By: TAMEL OLIVER  
Title: Chairman District Secretary

[CORPORATE SEAL]

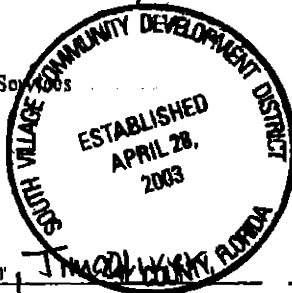
Attest: Dail [Signature]  
Title: Assistant Secretary

Address for giving notices:

c/o Governmental Management Services  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092

P: (904) 940-5850 ext. 406  
F: (904) 940-5899

Attn: Jim Perry, District Manager



CONTRACTOR:

Baker Constructors, Inc.

By: Brandon Forrest  
Title: Vice-President

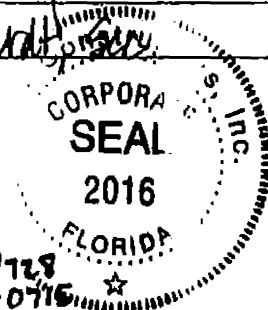
[CORPORATE SEAL]

Attest: Brian [Signature]  
Title: Brian [Signature]

Address for giving notices:

1275 CR 210 West  
St. Johns, Florida 32259

P: (904) ~~515-2470~~ 904-559-1728  
Cell: ~~(904) 383-9722~~ 904-545-0716  
Attn: Brandon Forrest



(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: CGC1519398  
(Where applicable)

Agent for service or process: Corporation Service Company

1201 Hays Street, Tallahassee, FL 32301

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

~~become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.~~

#### 10.03 Successors and Assigns

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

#### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



## EXHIBIT A

### AMENDMENTS TO STANDARD FORM OF AGREEMENT

The following amendments modify, change, delete form or add to the *Standard Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) between the South Village Community Development District and Baker Constructors, Inc.*, dated \_\_\_\_\_, 2019 (the "Agreement"). Where any Article of the Agreement is modified or deleted by these Amendments, the unaltered provision of the Article, paragraph, subparagraph or clause shall remain in effect.

#### ARTICLE 4 – CONTRACT TIMES

4.02 Amend paragraph 4.02 of the Agreement as follows:

Delete paragraph 4.02 in its entirety and replace with:

The Work to be performed under this Agreement shall be commenced no later than ten (10) days, including Saturdays, Sundays and holidays, from the Notice to Proceed dated October 7, 2019.

The Work related to Eagle Landing Phase 6, Section 2 will be Substantially Completed by May 11, 2020 (217 calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed) and will reach Final Completion and ready for Final Payment by June 20, 2020 (257 calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed).

4.03 Liquidated Damages

Amend paragraph 4.03 of the Agreement as follows:

Delete the third and fourth sentences entirely and insert the following:

Should the Contractor, or in case of his default, the Surety fail to complete the Work within the time stipulated in the contract, or within such extra time as may have been granted by owner, the Contractor, or in case of his default, the Surety shall pay to Owner, not as a penalty but as liquidated damages, beyond the Substantial Completion date set forth in the Notice to Proceed the amount of Five Hundred Dollars (\$500) per day and beyond the Final Completion date set forth in the Notice to Proceed the amount of Three Hundred Dollars (\$300) per day.

Add the following to the end of paragraph 4.03:

The Parties agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the liquidated damages amount set forth herein is reasonable.

## ARTICLE 5 – CONTRACT PRICE

5.01.B Delete paragraph 5.01.B in its entirety.

## ARTICLE 6 – PAYMENT PROCEDURES

6.02 Amend paragraph 6.02.A of the Agreement as follows:

Delete first sentence of paragraph 6.02.A and replace with the following:

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer as outlined in the Supplementary Conditions of the Contract Documents and as provided in paragraph 6.02.A.1 below.

Amend paragraph 6.02.A.1 of the Agreement as follows:

Delete paragraph 6.02.A.1, 6.02.A.1.a. and 6.02.A.1.b and insert the following paragraph:

In accordance with Section 218.735(8), Florida Statutes, ten percent (10%) shall be retained from each payment made to the Contractor until the Work is fifty percent (50%) complete; after the Work is fifty percent (50%) complete, five percent (5%) shall be retained from each payment. Owner also shall be permitted to retain amounts permitted or required to retain under applicable law. All of the sums retained shall be paid in full within twenty-five (25) days after Final Completion.

Amend paragraph 6.02.A.2. of the Agreement as follows:

Delete paragraph 6.02.A.2 in its entirety.

6.03 Delete paragraph 6.03 of the Agreement and replace with the following:

Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B of the General Conditions and subject to final acceptance by Clay County, and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.B.

## ARTICLE 7 – INTEREST

Delete ARTICLE 7 of the Agreement in its entirety and replace with:

All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

## ARTICLE 10 – MISCELLANEOUS

10.02 Amend paragraph 10.02 of the Agreement as follows:

Delete paragraph 10.02 in its entirety and replace with:

- A. Contractor agrees that he shall not be allowed to assign any rights under or interest in the Contract without the written consent of the Owner; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. Contractor agrees that the Owner shall be allowed to assign all rights under or interest in the Contract without written consent by the Contractor, to Clay County.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

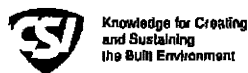
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**CONSTRUCTION SERVICES FOR EAGLE LANDING PHASE 6, SECTION 2**  
**INFRASTRUCTURE IMPROVEMENTS**

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## GENERAL CONDITIONS

### ARTICLE I - DEFINITIONS AND TERMINOLOGY

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#### 1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

\*12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. ~~Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.~~

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--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.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

\*27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

\*28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity*-- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--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.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

\*45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--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 Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

### B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

### D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

#### *E. Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

### *2.01 Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *\*2.02 Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

~~\*A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agree-~~

~~ment or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

### *2.04 Starting the Work*

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

### *\*2.05 Before Starting Construction*

~~A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:~~

~~1. a preliminary Progress Schedule, indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;~~

~~2. a preliminary Schedule of Submittals; and~~

~~3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.~~

### *2.06 Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

### *2.07 Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be

made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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#### 3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### 3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

##### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract.

Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as

necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

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

~~1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and~~

~~2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.~~

~~\*B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general 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 Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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 other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

#### C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

~~\*b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.~~

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous

areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further

disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

\*B. *Limited Reliance by Contractor on Technical Data Authorized:* ~~Contractor may rely upon the general 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 Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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 other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor 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 Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on

a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the

Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

\*B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor 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 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

#### \*5.04 *Contractor's Liability Insurance*

\*A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### \*5.06 *Property Insurance*

~~A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

~~1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions,~~

~~and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;~~

~~2. be written on a Builder's Risk "all risk" or open-peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;~~

~~3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~

~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~

~~5. allow for partial utilization of the Work by Owner;~~

~~6. include testing and startup; and~~

~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.~~

\*B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

~~\*E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

#### 5.07 *Waiver of Rights*

\*A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by ~~Owner~~ as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

\*A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with ~~Owner~~ and made payable to ~~Owner~~ as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. ~~Owner~~ shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

\*B. ~~Owner~~ as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to ~~Owner's~~ exercise of this power. If such objection be made, ~~Owner~~ as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, ~~Owner~~ as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, ~~Owner~~ as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

#### 6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

#### 6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

~~\*B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.~~

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

#### 2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**F. Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

\*A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 Taxes

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

## 6.11 Use of Site and Other Areas

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

*B. Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

*C. Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

*D. Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## \*6.12 Record Documents

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

## 6.13 Safety and Protection

\*A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### *D. Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### *E. Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### *6.18 Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### *6.19 Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

\*C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### *\*6.20 Indemnification*

A. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or~~

~~arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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## ARTICLE 7 - OTHER WORK AT THE SITE

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### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### ~~\*7.03 — Legal Relationships~~

~~—— A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.~~

~~—— B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.~~

~~—— C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.~~

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

### 8.01 *Communications to Contractor*

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

### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

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

### 8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

### 8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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#### 9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

#### 9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

~~\*A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.~~

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

#### 10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

\*B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

\*A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. ~~Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.~~

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

**\*B. Costs Excluded:** ~~The term Cost of the Work shall not include any of the following items:~~

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

**C. Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

**D. Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

### B. Cash Allowances

\*1. Contractor agrees that:

~~a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and~~

~~b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.~~

### C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### \*11.03 Unit Price Work

~~A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.~~

~~B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.~~

~~C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.~~

~~D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~

~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~2. there is no corresponding adjustment with respect any other item of Work; and~~

~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

\*B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

~~1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or~~

~~2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or~~

~~3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C);~~

\*C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

~~1. a mutually acceptable fixed fee; or~~

~~2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~

~~a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~

~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~

~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

~~d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~

~~e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~

~~f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

## 12.02 *Change of Contract Times*

\*A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## ~~12.03 *Delays*~~

~~A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.~~

~~B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.~~

~~C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.~~

~~D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.~~

~~E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.~~

## ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 *Access to Work*

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

### 13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

~~\*B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

~~1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~

~~2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the

amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 Owner May Stop the Work

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

#### 13.06 Correction or Removal of Defective Work

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 Correction Period

~~\*A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:~~

- ~~1. repair such defective land or areas; or~~
- ~~2. correct such defective Work; or~~

~~3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and~~

~~4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.~~

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the

Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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### 14.01 *Schedule of Values*

\*A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. ~~Progress payments on account of Unit Price Work will be based on the number of units completed.~~

### 14.02 *Progress Payments*

#### A. Applications for Payments

\*1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an

experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*\*C. Payment Becomes Due*

~~1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.~~

*D. Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

*14.03 Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

*14.04 Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### \*14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### \*A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral

satisfactory to Owner to indemnify Owner against any Lien.

*B. Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

*14.08 Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner 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 Paragraph 5.01, 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 Contractor to Engineer with the Application for 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.

*14.09 Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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*15.01 Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

*15.02 Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

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### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## \*ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

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

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

### 17.06 *Headings*

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

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**CONSTRUCTION SERVICES FOR EAGLE LANDING PHASE 6, SECTION 2**  
**INFRASTRUCTURE IMPROVEMENTS**

**SUPPLEMENTARY CONDITIONS**

**AMENDMENTS TO GENERAL CONDITIONS**

The following amendments modify, change, delete from or add to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2002 Edition (the "General Conditions"). Where any Article of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provision of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

**ARTICLE 1 - DEFINITIONS**

Delete the following sentence from paragraph 1.01.A.12: "Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not contract documents."

Replace with the following:

"Approved Shop Drawings are not contract documents."

Add the following sentence to paragraph 1.01.A.27 of the General Conditions:

"When requested by Owner, the Notice of Award may be issued by the Engineer."

Add the following sentence to paragraph 1.01.A.28 of the General Conditions:

"When requested by Owner, the Notice to Proceed may be issued by the Engineer."

Add the follow sentence to paragraph 1.01.A.45 of the General Conditions:

"Substantial completion is final acceptance of water and sewer by CCUA and release of water meters and connection of homes to gravity sewer, and resolution of all Clay County Engineering punch lists and the subdivision included on the Clay County Commissioners meeting agenda for acceptance."

**ARTICLE 2 - PRELIMINARY MATTERS**

***2.02 Copies of Documents***

In the first line of paragraph 2.02 of the General Conditions, change the term "...ten..." to read "...five..."

### **2.03 Commencement of Contract Times; Notice to Proceed**

Delete paragraph 2.03A of the General Conditions in its entirety and replace with the following:

- A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.”

### **2.05 Before Starting Construction**

Delete paragraph 2.05.A and subparagraphs 2.05.A.1, 2.05.A.2, and 2.05.A.3 of the General Conditions in their entirety and replace with the following:

- A. At the request of Owner and/or Engineer, Contractor shall submit to the Engineer for review and approval a preliminary Schedule of Values and Progress (Project) Schedule. Upon approval by the Owner and Engineer and within ten (10) days after the Effective Date of the Agreement, Contractor shall submit to Engineer the following:
  - 1. a completed Progress (Project) Schedule indicating the time (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents. The Progress (Project) Schedule shall not exceed the time stipulated as the Contract Time for the fully complete and functioning project from beginning to end.
  - 2. a completed Schedule of Values for all of the Work, which will include quantities and process of items, which when added together, equal the Contract Price, and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during the performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.
  - 3. a preliminary schedule of Shop Drawings and Sample submittals for approval by the Engineer, which will list each required submittal and the times for submitting, reviewing and processing each submittal.

Add the following new subparagraphs to paragraph 2.05 of the General Conditions:

- B. Contractor shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

- C. By executing the Contract, Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**

##### ***4.02 Subsurface and Physical Conditions***

Delete subparagraphs 4.02.A, 4.02.A.1 and 4.02.A.2 of the General Conditions in their entirety and replace with the following:

1. In the preparation of the Contract Drawings and Specifications, the Engineer has relied upon the following reports of explorations and tests ("technical data") of subsurface conditions at the site of the work:

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2. Copies of these reports and drawings may be obtained in addition to the bound Contract Documents.
  3. The entire site is available to any bidder for surface or subsurface investigation.
  4. The Report identifies certain ground water depths and Estimated Seasonal High Groundwater Levels. The Contractor is cautioned that these depths and estimates may not be representative of conditions as they exist today and should be field verified.

##### ***4.02.B Limited Reliance by Contractor on Technical Data authorized:***

Delete the first sentence of paragraph 4.02.B of the General Conditions in its entirety and replace with the following:

- B. "Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, including any geotechnical data provided to Contractor by Owner or Engineer.

##### ***4.03.C Possible Price and Times Adjustments***

Delete paragraph 4.03.C.1.b of the General Conditions in its entirety.

##### ***4.06.B Limited Reliance by Contractor on Technical Data Authorized***

Delete the first sentence of paragraph 4.06.B of the General Conditions in its entirety and replace with the following:

- B. Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings.

## **ARTICLE 5 - BONDS AND INSURANCE**

### ***5.01 Performance, Payment and Other Bonds***

Add the following language at the end of paragraph 5.01.B of the General Conditions:

In addition, each bond shall contain the following language: “This Bond is hereby amended so that the provisions and limitations of Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.”

Each bond shall also add Clay County as a beneficiary.

Add the following new paragraph after paragraph 5.01.C:

- D. Contractor shall furnish a warranty and maintenance bond in an amount of \$1,936,657.01 in favor of the Owner and Clay County as coverage for damage to and or construction defects of the Project. These bonds shall remain in effect until two years after acceptance by the County of the Project.

### ***5.04 Contractor’s Liability Insurance***

In the first line of paragraph 5.04 of the General Conditions, following the word “maintain,” add the words, “in a company or companies licensed to do business in the State of Florida.”

Add the following new paragraphs after paragraph 5.04.B.7 of the General Conditions:

- C. The limits of liability for the insurance required by this paragraph 5.04 shall provide coverage for not less than the following amounts:
  - 1. Workers’ Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
    - a. State Statutory
    - b. Applicable Federal

- |  |  |           |
|--|--|-----------|
|  | (e.g., Longshoreman's and/or Maritime) | Statutory |
|--|--|-----------|
- c. Employer's Liability \$1,000,000.00
2. Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions, which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate (Except Products-Completed Operations) \$2,000,000.00
- b. Products-Completed Operations Aggregate \$2,000,000.00
- c. Personal and Advertising Injury (Per Person/Organization) \$1,000,000.00
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
- e. Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages where applicable,
- f. Excess Liability
- |                   |                       |
|-------------------|-----------------------|
| General Aggregate | <u>\$1,000,000.00</u> |
| Each Occurrence   | <u>\$1,000,000.00</u> |
3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
- |               |                       |
|---------------|-----------------------|
| Each Person   | <u>\$1,000,000.00</u> |
| Each Accident | <u>\$1,000,000.00</u> |
- Property Damage:
- |                 |                       |
|-----------------|-----------------------|
| Each Occurrence | <u>\$1,000,000.00</u> |
|-----------------|-----------------------|

OR

b. Bodily Injury and Property Damage Combined Single Limit:

Each Occurrence \$1,000,000.00

Aggregate \$1,000,000.00

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. General Aggregate \$1,000,000.00

b. Bodily Injury and Property Damage  
Combined Each Occurrence \$1,000,000.00

D. Liability Insurance, Worker's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original copy of the insurance certificate(s), naming the Owner, Engineer, South Village Venture, LLC, and Clay County as additionally insured will be provided by the Contractor prior to issuing Notice to Proceed. All policies of insurance required to be purchased or maintained in accordance with Article 5, including any and all endorsements listing additional insured as required herein, must be provided prior to the performance of any work by the Contractor.

**5.06 Property Insurance:**

Delete paragraph 5.06.A and subparagraphs 5.06.A.1 through 5.06.A.7 of the General Conditions and replace with the following:

A. Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants, WB Investment Company, Clay County, and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. Be written on an "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and

damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and
5. Allow for partial utilization of the Work by Owner.
6. Include testing and start up.
7. Be maintained in effect until Final Payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with thirty (30) days written notice to each other additional insured to whom a certificate has been issued.
8. The form of policy for this coverage shall be Completed Value.

In the first line of paragraph 5.06.B of the General Conditions, change the term "...Owner..." to read "...Contractor...".

Delete paragraph 5.06.E of the General Conditions in its entirety.

#### **5.07 *Waiver of Rights***

In the thirtieth line of paragraph 5.07.A of the General Conditions, change the term "...Owner..." to read "...Contractor...".

#### **5.08 *Receipt and Application of Insurance Proceeds***

In the second and sixth lines of paragraph 5.08.A of the General Conditions, change the terms "...Owner..." to read "...Contractor...".

In the first, fourth, fifth, ninth and eleventh lines of paragraph 5.08.B of the General Conditions, change the term "...Owner..." to read "Contractor...".

## **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

### **6.02 *Labor; Working Hours***

Delete paragraph 6.02.B in its entirety and replace with the following; including new paragraphs 6.02.B.1 and 6.02.B.2:

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during regular working hours. Regular working hours are defined as between 7:00 a.m. and 6:00 p.m., Monday through Saturday. Contractor will only be allowed overtime work for the performance of Work outside regular working hours or on Sundays or any legal holiday by giving written notice to and approval from Engineer within forty-eight (48) hours prior to such work.
1. The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.
  2. Costs for such overtime inspection shall be paid at the rate of one hundred twenty-five dollars (\$125.00) per hour. Owner shall make monthly deductions from the Contractor's progress payments for the cost of overtime inspection. No payment shall be made directly to the inspector.

### **6.06 *Concerning Subcontractors, Suppliers, and Others***

In the fifth line of paragraph 6.06A of the General Condition after "reasonable objection" insert the following sentence:

Prior to issuing subcontractors or purchase orders for subcontract work or major materials, Contractor must submit the proposed subcontractors and vendors names to the Owner/Engineer and must receive written approval from the Owner/Engineer.

### **6.12 *Record Documents***

Delete the last sentence of paragraph 6.12.A of the General Conditions in its entirety and replace with the following:

These shall be available to Engineer for examination during construction and shall be delivered to Engineer for Owner upon Substantial Completion of the Work.

**6.13 *Safety and Protection***

Add the following language at the end of paragraph 6.13.A.3 of the General Conditions:

In compliance with current laws, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

**6.19 *Contractor's General Warranty and Guarantee***

Add the following language at the end of paragraph 6.19.C.7 of the General Conditions:

8. any acceptance by Owner or any failure to do so.

**6.20 *Indemnification***

Delete paragraph 6.20A. in its entirety and replace it with:

Contractor agrees to indemnify and hold harmless the District, its officers and employees, the Engineer, and WS WB Holdings, L.L.C., from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or utilized by any of them in performance of the Work.

Add the following at the end of paragraph 6.20C:

- D. Contractor and Owner agree that nothing herein shall be construed limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute.
- E. Contractor acknowledges that the work may take place in or around environmentally sensitive areas and shall ensure that all construction complies with all applicable local, state and federal laws, regulations and permits. These regulations include, but are not limited to, water quality standards. Under no circumstances shall water exceeding allowable turbidity limits be discharged or allowed to be discharged offsite.

## **ARTICLE 7 - OTHER WORK AT THE SITE**

### ***7.03 Legal Relationships***

Delete paragraphs 7.03.A, 7.03.B and 7.03.C in their entirety.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### ***9.07 Determinations for Price Work***

Delete paragraph 9.07.A of the General Conditions from and replace with the following:

- A. No determinations of actual quantities will be made by the Engineer for the Work performed by Contractor. Contractor shall review the Contract Documents and determine the quantities to be installed based upon the information provided on the Contract Drawings or otherwise contained in the Contract Documents; and shall detail in the Schedule of Values the itemized components of the Work equaling the Total Aggregate Lump Sum Bid Price. The basis of the Total Aggregate Lump Sum Bid Price is for the performance of the Work as detailed on the Contract Drawings and described in the Contract Documents and are all inclusive for the complete and functioning project from beginning to end. If during construction, Contractor determines that any item of Work performed by Contractor differs materially and significantly from the Contractor's estimated quantity of such item, Contractor shall review such items with Engineer. Engineer will review with Contractor the Engineer's preliminary determinations on such matters but in no case shall the Engineer be held liable for determinations of unit quantities by the Contractor. Engineer's written decision regarding Contractor's quantities will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of paragraph 10.05.

## **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

### ***10.05 Claims***

In line 4 of paragraph 10.05B, delete “30” and insert “10.”

## **ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK**

### ***11.01 Cost of the Work***

Delete the last sentence in paragraph 11.01.A of the General Conditions in its entirety and replace with the following:

Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include the following items and those costs itemized in paragraphs 11.01.B and 12.01.C:

Delete paragraph 11.01.B in its entirety and replace with the following:

B. The term Cost of the Work shall include the following:

### ***11.02 Allowances***

Delete paragraphs 11.02.B.1.a and 11.02.B.1.b of the General Conditions in their entirety and replace with the following:

- a. The allowance shall be for the direct cost of the Work so covered with no additional Contractor's mark-up for overhead and profit. No demand for additional payment on account of any of the following will be valid: Contractor's costs for unloading and handling on the site, labor, installation costs and other expenses contemplated for the allowances.

### ***11.03 Unit Price Work***

Delete section 11.03. Unit Price Work, of the General Conditions in its entirety and replace with the following:

#### ***11.03 Unit Price Work Based on Schedule of Values***

- A. Where the Contract Documents provide that the Work is to be completed on a basis of a Total Lump Sum Bid Price, the component items of the Work shall be identified in a Schedule of Values as outlined in paragraph 2.05.B.2. Unit price work for the integral component parts shall equal the Contractor's estimated quantities times the Contractor's estimated unit price for each item.
- B. Each unit price as identified in the Schedule of Values will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- C. Unit prices as identified by the Contractor in the Schedule of Values will serve as the basis for progress payments and establish unit prices for additions or deletions to the Work, subject to the following criteria;
  - 1. for unit price work established in the Schedule of Values, net changes in quantity less than 20% of the Contractor's original quantity will not reflect a change in established unit prices; and

2. net change in quantity equal to or greater than 20% of the Contractor's original quantity, are subject to negotiation in unit price only for the quantities equal to and above the 20% net change.

## **ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME**

### ***12.01 Change of Contract Price***

Delete subparagraphs 12.01.B.1, 12.01.B.2 and 12.01.B.3 of the General Conditions and replace with the following:

1. where the Work involved is based upon a mutually agreed Total Lump Sum Bid Price where the itemized components of the Work are detailed (by unit price and quantity) in an approved Schedule of Values as outlined in paragraph 2.05.B.2 of the Supplementary Conditions, by application of such unit prices to the quantities of the items involved subject to the provisions of Section 11.03.A through 11.03.C.2 inclusive, of the Supplementary Conditions.
2. where the absence of established unit prices as submitted in the Schedule of Values exists, the basis of the Cost of the Work (determined as provided in paragraphs 11.01.A and 11.01.B including a Contractor's fee for overhead and profit (15% maximum), by a mutually agreed lump sum.

Delete paragraph 12.01.C and subparagraphs 12.01.C.1 through 12.01.C.2.F, in their entirety and replace with the following:

- C. The Contractor's fee allowed to Contractor for overhead and profit shall be included in the Cost of the Work and/or in the approved Schedule of Values.

### ***12.02 Change of Contract Times***

Add the following new sentence at the end of paragraph 12.02.A:

Contract Time extension for weather delays will only be considered for unusually severe weather which the Contractor must prove is abnormal and in excess of the normal weather or normal rainfall amounts.

### ***12.03 Delays***

Delete paragraphs 12.03.A through 12.03.E, inclusive in their entirety and replace with the following:

12.03.A. - *Delays Beyond Contractor's Control*

Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to a delay beyond the control of the Contractor, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

*12.03.B. - Delays Within Contractor's Control*

The Contract Times (or Milestones) will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of the Contractor.

*12.03.C - Delays Beyond Owner and Contractor's Control*

Where Contractor is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay.

*12.03.D - Delay Damages*

- a. In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety for or employee or any agent of them, for damages arising out of or resulting from:
  1. delays caused by or within the control of Contractor; or
  2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.
- b. Nothing in this paragraph 12.03 bars a change in Contract Price pursuant to this Article 12 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible

**ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

***13.03 Tests and Inspections***

Delete paragraphs 13.03.B.1, 13.03.B.2 and 13.03.B.3 of the General Conditions.

***13.07 Correction Period***

Delete paragraph 13.07 A of the General Conditions in its entirety and insert the following in its place:

- A. If within two years after the date of Final Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, or such longer period if required by the governmental jurisdiction or agency that may be accepting the Work, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

Add the following language at the end of paragraph 13.07.E of the General Conditions:

- 13.07.F Specific and special warranties specified in the Contract Documents are in addition to, and not in lieu of, the Contractor's general warranty. Contractor shall not be relieved of general warranty obligations by specification of specific products or services.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

***14.01 Schedule of Values***

Delete the last sentence of paragraph 14.01 of the General Conditions in its entirety.

#### ***14.02.A Application for Payments***

Delete the second sentence of paragraph 14.02.A.1 and replace it with the following:

Progress payments are to be made only on installed material, no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

#### ***14.02.C Payment Becomes Due***

Delete paragraph 14.02.C.1 of the General Conditions in its entirety and replace with the following:

Owner shall make payment to the Contractor in the amount recommended (subject to the provisions of subsection 14.02.D) in accordance with the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.

#### ***14.05 Partial Utilization***

In the first sentence of paragraph 14.05.A of the General Conditions, following the words "...part of the Work...", insert the words "...or to place and install equipment..."

#### ***14.07.A Final Payment***

Add the following new sub-section to paragraph 14.07.A:

4. Final payment shall not be construed to mean acceptance of defective work, designs or improper materials, whether patent or latent.

### **ARTICLE 17 - MISCELLANEOUS**

Add the following paragraph to the General Conditions:

#### ***17.07 Costs and Fees***

In the event Owner or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorney's fees and costs.

#### **17.08 Public Records**

Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Oliver ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, [JOLIVER@GMSNF.COM](mailto:JOLIVER@GMSNF.COM), 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

#### **17.09 Restriction on Removal of Fill Dirt from Work Site**

Contractor acknowledges that all fill material shall remain on-site. Fill material shall not be removed from the project site without the written consent of the Engineer.

#### **17.10 Storm Water Management**

- A. Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state

and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP. Such failures shall constitute a material breach of this Agreement.

- B. Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for a Project. Prior to commencing Work at a Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Storm Water Compliance Representative to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.
- C. Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents

intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

- D. Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all applicable laws and regulations.
- E. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of five (5) years following completion of the Project, or longer as required by applicable law.
- F. Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should

Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within ten (10) days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default.

#### ***17.11 Direct Purchase of Materials***

- A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax exempt status.
- B. Concurrently with the issuance of the Notice to Proceed, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.
- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take

title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

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

***17.12 Construction Defects.***

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

Permit No. \_\_\_\_\_

Tax Folio No. 18-04-25-007953-001-18

### NOTICE OF COMMENCEMENT

State of Florida

County of Clay

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

**1. Description of property:** (legal description of the property, and street address if available).

Lot 1, Westbank, according to the map or plat thereof, as recorded in Plat Book 59, Page 65 through 69, of the Public Records of Clay County, Florida.

**2. General description of improvement:** Clearing, Earthwork, Water, Sewer, Drainage, Underdrain, Paving and Sidewalk.

**3. Owner information or Lessee information if the Lessee contracted for the improvement:**

- a. Name and address: South Village Community Development District  
c/o Governmental Management Services  
Attn: Jim Oliver, District Manager  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092
- b. Interest in property: A Community Development District a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes.

**c. Name and address of fee simple titleholder (if different from Owner listed above):**

WS WB Holdings, LLC, a Virginia Limited Liability Company  
14700 Village Place  
Midlothian, Virginia 23112

**4.a. Contractor (name and address):** Baker Constructors, Inc.  
1275 CR 210 W.  
St. Johns, FL 32259

b. Contractor's phone number: (904) 559-1728

**5. Surety (if applicable, a copy of the payment bond is attached):**

a. Name and address: Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 01655

b. Phone number: (866) 737-6812

c. Amount of bond: \$1,936,657.01

**6.a. Lender: (name and address)** N/A

b. Lender's phone number: N/A

**7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:**

a. Name and address: South Village Community Development District  
c/o Governmental Management Services  
Attn: Jim Perry, District Manager  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

b. Phone numbers of designated persons: Phone - (904) 940-5850 ext. 406 Fax (904) 940-5899

**8.a. In addition to himself or herself, Owner designates \_\_\_\_\_ of \_\_\_\_\_ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.**

b. Phone number of person or entity designated by owner: \_\_\_\_\_

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified) .

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

*[Handwritten Signature]*

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

*James Oliver, District Secretary*

(Signatory's Title/Office)

The foregoing instrument was acknowledged before me this 10th day of October, 2019, by JAMES OLIVER as Secretary for South Village CDD.

*[Handwritten Signature]*  
(Signature of Notary Public)  


(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

## *TENTH ORDER OF BUSINESS*

*A.*



October 21, 2019

South Village CDD  
Mr. Keith Hadden, District Engineer  
P.O. Box 9509  
Fleming Island, FL 32006-0030

**Eagle Landing 6 Section 2 – Amenity Area Grassing Credit RCO No. 1**

Mr. Hadden:

Below you will find our change order proposal for the above referenced project as requested. The pricing is based deducting the grassing for the amenity area out of the contract.

If you have any questions or comments, please do not hesitate to contact me at 904-383-9722 or [herble@bakerconstructors.com](mailto:herble@bakerconstructors.com).

Item #	Item Description	Unit Measure	Unit	Unit Price	Total Price
1	Seed & Mulch - Green Area - Amenity Area	(41,120.00)	SY	\$ 0.34	\$ (13,980.80)
2	St. Augustine Sod - Amenity Area	(450.00)	SY	\$ 5.70	\$ (2,565.00)
Total Credit This Change Order				\$	\$ (16,545.80)

Sincerely,

**BAKER CONSTRUCTORS, INC.**

*Herbert W. Blanton Jr.*

Herbert W. Blanton Jr.  
Estimator

Owners Representative:

Approved by: \_\_\_\_\_

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



October 25, 2019

South Village CDD  
Mr. Keith Hadden, District Engineer  
P.O. Box 9509  
Fleming Island, FL 32006-0030

Eagle Landing 6 Section 2 – Storm Drainage Changes RCO No. 2

Mr. Hadden:

Below you will find our change order proposal for the above referenced project as requested. The pricing is based on changes to the storm drainage from the contract set of plans with new plans dated 09-25-19. Change Order excludes all conflicts with new storm drainage within Tynes Blvd right of way and will be priced separately if encountered.

If you have any questions or comments, please do not hesitate to contact me at 904-383-9722 or [herbie@bakerconstructors.com](mailto:herbie@bakerconstructors.com).

### Credits

Item #	Item Description	Unit Measure	Unit	Unit Price	Total Price
1	Curb Inlet - Roadway Pricing	(16.00)	EA	\$ 6,901.61	\$ (110,425.76)
2	Storm Manhole - Roadway Pricing	(5.00)	EA	\$ 5,167.05	\$ (25,835.25)
3	15" RCP - Roadway Pricing	(367.00)	LF	\$ 41.70	\$ (15,303.90)
4	18" RCP - Roadway Pricing	(1,199.00)	LF	\$ 51.57	\$ (61,832.43)
5	24" RCP - Roadway Pricing	(467.00)	LF	\$ 65.95	\$ (30,798.65)
6	30" RCP - Roadway Pricing	(417.00)	LF	\$ 73.44	\$ (30,624.48)
7	36" RCP - Roadway Pricing	(131.00)	LF	\$ 91.99	\$ (12,050.69)
Subtotal Credit This Change Order					\$ (286,871.16)

### Charges

Item #	Item Description	Unit Measure	Unit	Unit Price	Total Price
1	Curb Inlet - Roadway Pricing	18.00	EA	\$ 6,889.06	\$ 124,003.08
2	Storm Manhole - Roadway Pricing	3.00	EA	\$ 6,206.47	\$ 18,619.41
3	Conflict Manhole - Roadway Pricing	1.00	EA	\$ 6,513.04	\$ 6,513.04
4	Conn. 24" RCP to Ex. Struc. - Rdwy Pricing	1.00	EA	\$ 2,586.79	\$ 2,586.79
5	14"x23" ERCP - Roadway Pricing	331.00	LF	\$ 57.70	\$ 19,098.70
6	18" RCP - Roadway Pricing	421.00	LF	\$ 54.47	\$ 22,931.87
7	24" RCP - Roadway Pricing	706.00	LF	\$ 67.46	\$ 47,626.76
8	30" RCP - Roadway Pricing	999.00	LF	\$ 79.96	\$ 79,880.04
9	36" RCP - Roadway Pricing	131.00	LF	\$ 101.37	\$ 13,279.47
Subtotal Charges This Change Order					\$ 334,539.16

**Total RCO No. 2 - \$47,668.00**

Sincerely,

**BAKER CONSTRUCTORS, INC.**

*Herbert W. Blanton Jr.*

Herbert W. Blanton Jr.  
Estimator

Owners Representative:

Approved by: \_\_\_\_\_

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

*C.*

## REQUISITION FORM

### South Village CDD 2019 BONDS-CONSTRUCTION FUND

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition No.: 036
- (B) Payee: VALLENCOURT CONSTRUCTION CO., INC.
- (C) Amount Payable: \$63,400.20
- (D) Invoice: 5927/Pay App #9 - EL-Ph 6 Utility
- (E) SVCDD Series 2019 CONSTRUCTION BONDS

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

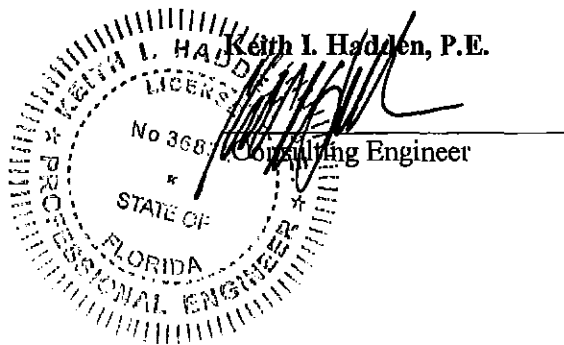
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

By: JAMES Oliver, Secretary  
Authorized Officer

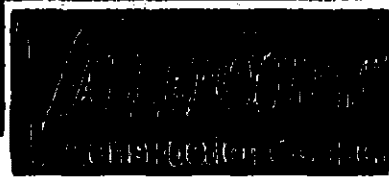
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



EL 611  
12520- 92000

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.L., Vice President

## INVOICE

Please pg # 63,400.20  
DCV 10/3/19

Date: 09/23/19

Period To 9/23/2019

Invoice #: 5927

To: South Village CDD  
City of Governmental Management Services  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

VCC Project #: 201865

Application #: 9

Attn.: Accounts Payable/Jim Perry

**Project Description: Eagle Landing Phase 6 Utility  
Middleburg, FL 32068**

ORIGINAL CONTRACT AMOUNT	\$	1,927,121.54
CHANGE ORDERS TO DATE	\$	(212,534.13)
REVISED CONTRACT AMOUNT	\$	1,714,587.41 ✓
PERCENTAGE COMPLETE	100.00%	
WORK COMPLETE TO DATE	\$	1,714,587.41
STORED MATERIALS	\$	
TOTAL COMPLETED & STORED	\$	1,714,587.41
LESS RETAINAGE	\$	171,458.74
TOTAL EARNED LESS RETAINAGE	\$	1,543,128.67
LESS PREVIOUS BILLINGS	\$	1,479,728.47
CURRENT DUE	\$	63,400.20

Account Summary:	Sales This Period	Sales To Date
Gross:	70,444.67	1,714,587.41
Retainage:	7,044.47	171,458.74
Net:	63,400.20	1,543,128.67

445 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | VALLENCOURT.COM

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: South Village CDD  
c/o Governmental Management Services  
475 West Town Place, Suite 114

PROJECT: Eagle Landing Phase 6 Utility  
Middleburg, FL 32068

APPLICATION NO: 5927-9  
PERIOD TO: 09/23/19

Distribution to:  
☒ OWNER  
☒ ENGINEER

FROM: Vallencourt Construction Company, Inc.  
P.O. Box 1889  
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A  
CONTRACTOR'S PROJECT NO: 201865

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1			\$ 360,272.13
2		\$ 93,270.00	
3		\$ 54,458.00	
TOTALS		\$ 147,738.00	\$ 360,272.13
Net change by Change Orders			\$ (212,534.13)

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

CONTRACTOR:

By:

Date:

9-23-19

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

1. ORIGINAL CONTRACT SUM \$ 1,927,121.54
2. Net change by Change Orders \$ (212,534.13)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,714,587.41
4. TOTAL COMPLETED & STORED TO DATE \$ 1,714,587.41  
(Column G on G703)
5. RETAINAGE:
  - a. 0 % of Completed Work \$ 171,458.74  
(Column D + E on G703)
  - b. % of Stored Materials \$  
(Column F on G703)
 Total Retainage (Line 5a + 5b or  
Total in Column 1 of G703) \$ 171,458.74
6. TOTAL EARNED LESS RETAINAGE: \$ 1,543,128.67  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,479,728.47
8. CURRENT PAYMENT DUE \$ 63,400.20
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 171,458.74  
(Line 3 less Line 6)

State of: FLORIDA

County of: CLAY

Subscribed and sworn to before me this

23

day of Sept., 2019

Notary Public:

Sandra R. Day

My Commission Expires:

12-2-20

## ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to

best of the Architect's knowledge, information and belief the Work has progressed

indicated, the quality of the Work is in accordance with the Contract Documents, a

the Contractor is entitled to payment of the AMOUNT CERTIFIED

Date: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

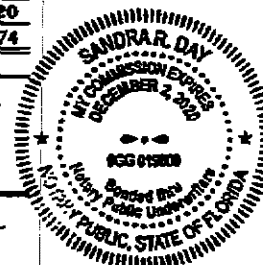
Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® © 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986



South Village CDD

Eagle Landing Phase 6 Utility  
Middleburg, FL 32068

AIA Document G703 APPLICATION AND CERTIFICATE FOR PAYMENT containing  
Contractor's Signed Certifications is attached  
In accordance below, amount due stated in the nearest dollar  
Use Columns for Contracts where available amounts for items may apply

APPLICATION NUMBER: 5927-9  
APPLICATION DATE: 09/23/19  
PERIOD TO: 09/23/19  
VCC PROJECT #: 201865

A ITEM NO	B DESCRIPTION OF WORK	C INVOICED VALUE	D WORK COMPLETED		F MATERIAL PRELIMINARILY STORED (NOT IN PLACE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G-C)	I BALANCE DUE (C-I)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
1	General Conditions	\$ 24,458.72	\$ 20,789.90	\$ 3,668.82		\$ 24,458.72	100%	\$ -	\$ 2,445.87
2	Bonds	\$ 14,452.00	\$ 14,452.00	\$ -		\$ 14,452.00	100%	\$ -	\$ 1,445.20
3	NPDES	\$ 15,355.53	\$ 13,509.23	\$ 1,846.30		\$ 15,355.53	100%	\$ -	\$ 1,535.55
4	Surveying	\$ 30,263.10	\$ 27,236.80	\$ 3,026.30		\$ 30,263.10	100%	\$ -	\$ 3,026.31
5	As Built	\$ 18,158.00	\$ 5,447.40	\$ 12,710.60		\$ 18,158.00	100%	\$ -	\$ 1,815.80
6	Erosion Control	\$ 7,634.36	\$ 7,634.36	\$ -		\$ 7,634.36	100%	\$ -	\$ 763.44
7	Clearing	\$ 27,289.04	\$ 27,289.04	\$ -		\$ 27,289.04	100%	\$ -	\$ 2,728.98
8	Pond Excavation	\$ 263,290.68	\$ 263,290.68	\$ -		\$ 263,290.68	100%	\$ -	\$ 26,329.87
9	Earthwork	\$ 99,085.92	\$ 94,916.25	\$ 4,970.67		\$ 99,085.92	100%	\$ -	\$ 9,988.59
10	Grassing	\$ 10,138.00	\$ -	\$ 10,138.00		\$ 10,138.00	100%	\$ -	\$ 1,013.00
11	Subsoil Stabilization	\$ 44,862.00	\$ 44,862.00	\$ -		\$ 44,862.00	100%	\$ -	\$ 4,486.20
12	Limerock	\$ 86,210.00	\$ 86,210.00	\$ -		\$ 86,210.00	100%	\$ -	\$ 8,621.00
13	Paving	\$ 48,840.00	\$ 48,840.00	\$ -		\$ 48,840.00	100%	\$ -	\$ 4,884.00
14	Striping	\$ 6,114.44	\$ -	\$ 6,114.44		\$ 6,114.44	100%	\$ -	\$ 611.44
15	Curb	\$ 63,360.00	\$ 63,360.00	\$ -		\$ 63,360.00	100%	\$ -	\$ 6,336.00
16	Sidewalk	\$ 7,679.04	\$ -	\$ 7,679.04		\$ 7,679.04	100%	\$ -	\$ 767.90
17	Storm Drain	\$ 150,063.68	\$ 143,091.34	\$ 6,972.34		\$ 150,063.68	100%	\$ -	\$ 15,006.37
18	Sewer	\$ 339,897.60	\$ 335,538.38	\$ 4,359.22		\$ 339,897.60	100%	\$ -	\$ 33,989.76
19	Water Main	\$ 170,709.68	\$ 165,885.68	\$ 4,824.00		\$ 170,709.68	100%	\$ -	\$ 17,070.97
20	Reuse Main	\$ 138,178.02	\$ 134,041.08	\$ 4,136.94		\$ 138,178.02	100%	\$ -	\$ 13,817.88
21	Lot Clearing	\$ 68,224.00	\$ 68,224.00	\$ -		\$ 68,224.00	100%	\$ -	\$ 6,822.40
22	Lot Earthwork	\$ 253,517.33	\$ 253,517.33	\$ -		\$ 253,517.33	100%	\$ -	\$ 25,351.73
23	Lot Grassing	\$ 30,530.00	\$ 30,530.00	\$ -		\$ 30,530.00	100%	\$ -	\$ 3,053.08
24	CO #1 Predictive Scope Change	\$ (360,272.13)	\$ (360,272.13)	\$ -		\$ (360,272.13)	100%	\$ -	\$ (36,027.21)
25	CO #2 Electrical Plan	\$ 93,270.00	\$ 93,270.00	\$ -		\$ 93,270.00	100%	\$ -	\$ 9,327.00
26	CO #3 Rem/Rep Unsuitable	\$ 54,468.00	\$ 54,468.00	\$ -		\$ 54,468.00	100%	\$ -	\$ 5,446.80
27						\$ -		\$ -	\$ -
28						\$ -		\$ -	\$ -
29						\$ -		\$ -	\$ -
30						\$ -		\$ -	\$ -
						\$ -		\$ -	\$ -
	TOTAL	\$ 1,714,587.41	\$ 1,644,142.74	\$ 70,444.67	\$ -	\$ 1,714,587.41	100%	\$ -	\$ 171,458.74

**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 63,400.20, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through September 23, 2019 on the job of South Village CDD to the following described property:

**Project:** Eagle Landing Phase 6 Utility  
**Location:** Middleburg, FL 32068  
**Invoice#:** 5927-9

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** September 23, 2019

**Lienor's Name:** Vallencourt Construction Co., Inc.

**Address:** P.O. Box 1889  
Green Cove Springs, FL 32043

**Phone:** 904-291-9330

**By:** [Signature]

**Printed Name:** J. Daniel Vallencourt  
**Title:** Vice President

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 23 day of Sept 2019 by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification                      Type of Identification                     

[Signature: Sandra R. Day]  
Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



## REQUISITION FORM

### South Village CDD 2019 BONDS-CONSTRUCTION FUND

The undersigned, an Authorized Officer of South Village Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of January 1, 2005 (the "Master Indenture"), as amended and supplemented by the Second and Fourth Supplemental Indenture from the District to the Trustee, dated as of February 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition No.: 037
- (B) Payee: Eiland & Associates, Inc.
- (C) Amount Payable: \$51,275.00
- (D) Invoice: 46401 -
- (E) SVCDD Series 2019 CONSTRUCTION BONDS

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

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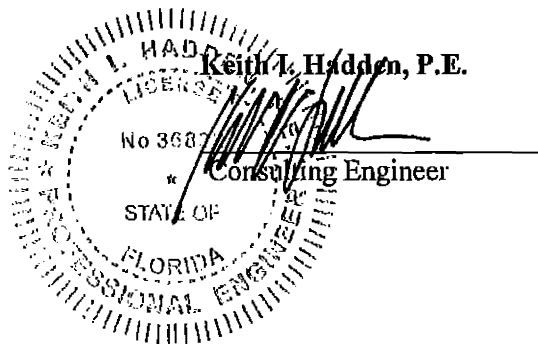
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

  
By: James Oliver, Secretary  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.





EL 611  
12510-91180

Recommend Repair of # 1275  
DGV 10/3/19

<b>Terms</b>
Due on receipt

**Payments not received within 30 days from invoice date are subject to a finance charge of 1.5% per month.  
Payments not received within 90 days from invoice date are subject to a lien being filed on the above captioned property.**

## REQUISITION FORM

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- (A) Requisition No.: 038
- (B) Payee: WS-WB HOLDINGS, LLC
- (C) Amount Payable: \$6,882.32
- (D) Invoice: Reimbursement for ETM Inv - 0191552
- (E) SVCDD Series 2019 CONSTRUCTION BONDS

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Districtwide Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Districtwide Project and each represents a Cost of the Districtwide Project, and has not previously been paid.

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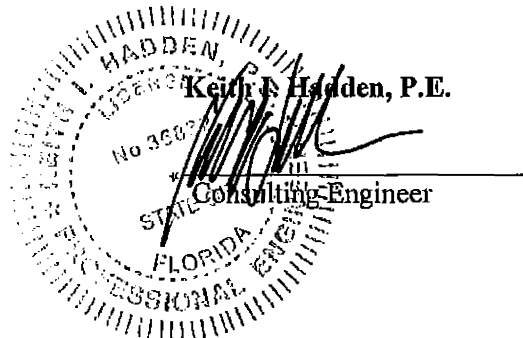
**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

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

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

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Pay WS WB Holdings LLC



EL 6 / 1

12510- 91130

Recurring payment

WB Investment Company SVCDD Bond Eligible Expense  
14700 Village Square Place  
Midlothian, VA 23112

September 6, 2019 of \$ 6882.32  
Project No: 19002.00000  
Invoice No: 0191552 DEW

Project 19002.00000 Eagle Landing Phase 6 - CEI Services

Professional Services rendered through August 24, 2019

Task 01 Professional Services

Professional Personnel

		Hours	Rate	Amount
Sr. Inspector				
Brooks, Jeffrey	8/10/2019	12.00	146.00	1,752.00
Brooks, Jeffrey	8/17/2019	2.00	146.00	292.00
Donchez, James	8/17/2019	1.00	146.00	146.00
Inspector				
Hicks, Sommer	8/3/2019	9.00	118.00	1,062.00
Hicks, Sommer	8/10/2019	10.50	118.00	1,239.00
Hicks, Sommer	8/17/2019	10.00	118.00	1,180.00
Hicks, Sommer	8/24/2019	10.00	118.00	1,180.00
Totals		64.50		6,851.00
Total Labor				6,851.00

Expenses

Mileage		31.32
Total Expenses	1.0 times	31.32
Total this Task		\$6,882.32

	Current	Prior	To-Date
Total Billings	6,882.32	43,418.36	50,300.68
Contract Limit			54,138.48
Remaining			3,837.80

Invoice Total this Period

\$6,882.32

Outstanding Invoices

Number	Date	Balance
0191442	8/12/2019	4,671.04
Total		4,671.04

Total Now Due

\$11,553.36

WS WB Holdings

Paid

CK #192

WS WB Holdings Paid

directly 10/1/19

per Jim Oliver

OK'd

England-Thim & Miller, Inc.

DESIGNERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14715 Old In August Road • Jackson, TN 37208 • Tel 615-455-0999 • Fax 615-455-3441  
CA 002044 • LC 0002918

WS WB Holdings, LLC

Vendor No: ETM

Check No: 0000192

Check Date: 10/01/19

Vendor Name: England-Thims & Miller

INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	DISCOUNT	AMOUNT PAID	COMMENTS
09/06/19	0191552	6,882.32	00	6,882.32	19002.00:EL6
		6,882.32			12510-000

Totals

6,882.32

0.00

6,882.32

DETACH AND RETAIN THIS STATEMENT. THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE.

THE FACE OF THIS CHECK IS PRINTED GREEN. THE BACK CONTAINS A SIMULATED WATERMARK.

WS WB Holdings, LLC

14700 Village Square Place

Midlothian, VA 23112

Check: 0000192

Date: 10/01/19

CHECK AMOUNT

\*\*\*\*\*\$6,882.32\*\*

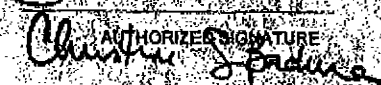
PAY EXACTLY SIX Thousand Eight Hundred Eighty Two Dollars and 32 Cents

TO THE  
ORDER  
OF

England-Thims & Miller  
14775 Old Augustine Road  
Jacksonville, FL 322258



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

⑈000192⑈ ⑆051408949⑆ 0221243836⑈

## REQUISITION FORM

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- (A) Requisition No.: 039
- (B) Payee: England-Thims & Miller, Inc.
- (C) Amount Payable: \$3,801.00
- (D) Invoice: 0191785
- (E) SVCDD Series 2019 CONSTRUCTION BONDS

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The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

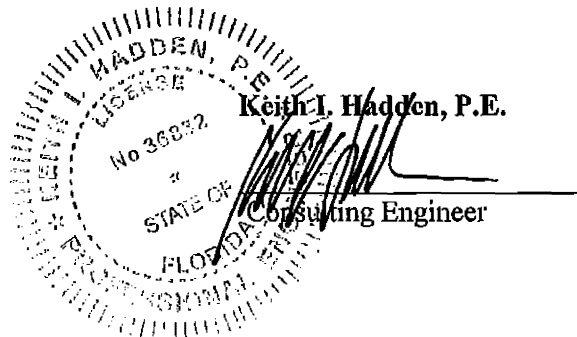
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**SOUTH VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

By: James Oliver, Secretary  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND  
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Districtwide Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Districtwide Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Second and Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.





VISION • EXPERIENCE • RESULTS

FINAL INVOICE

EL 611

12510-91136

Reconciled  
Paid of

3801

DBV  
10/3/19

WB Investment Company (EVCOB Sec 1 / CEI Cos)  
14700 Village Square Place  
Midlothian, VA 23112

October 2, 2019

Project No:

19002.00000

Invoice No:

0191786

Project 19002.00000 Eagle Landing Phase 6 - CEI Services

Professional Services rendered through September 30, 2019

Task 01 Professional Services

Professional Personnel

		Hours	Rate	Amount
<b>Sr. Inspector</b>				
Brooks, Jeffrey	9/14/2019	1.00	146.00	146.00
Brooks, Jeffrey	9/21/2019	1.00	146.00	146.00
Brooks, Jeffrey	9/28/2019	1.00	146.00	146.00
<b>Inspector</b>				
Hicks, Sommer	8/31/2019	10.00	118.00	1,180.00
Hicks, Sommer	9/7/2019	3.00	118.00	354.00
Hicks, Sommer	9/14/2019	10.00	118.00	1,180.00
Hicks, Sommer	9/21/2019	5.50	118.00	649.00
<b>Totals</b>		<b>31.50</b>		<b>3,801.00</b>

**Total Labor**

**3,801.00**

**Total this Task**

**\$3,801.00**

	Current	Prior	To-Date
Total Billings	3,801.00	50,300.68	54,101.68
Contract Limit			64,138.48
Remaining			36.80

**Invoice Total this Period**

**\$3,801.00**

**Outstanding Invoices**

Number	Date	Balance
0191552	9/8/2019	6,882.32
<b>Total</b>		<b>6,882.32</b>

**Total Now Due**

**\$10,683.32**

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
1875 Old St. Augustine Road • Jacksonville, Florida 32254 • Tel 904.443.4290 • Fax 904.443.4291  
CA 00000001 10/000000

*THIRTEENTH ORDER OF BUSINESS*

*A.*

# South Village Community Development District Operations Report

Date: September & October 2019  
To: SVCDD, BOARD OF SUPERVISORS  
From: Director of Operations, General Manager, Golf, F&B, Tennis  
Re: Monthly Operations Report

## **Amenity Centers:**

1. Aquatic Center/Kids Club/Cafe
  - a. Replaced/fixed all broken lounge & Bar chair straps, ongoing.
  - b. Received two newly resurfaced diving boards from North FL Diving and we had the 3m stand re-anchored and adjusted to proper specs.
  - c. Leveled pavers near dive well.
  - d. Repaired elements in the tree house and Kids Club playground.
  - e. Installed new TV on Café Patio.
2. Athletic Center
  - a. Southeast Fitness replacing serviced a treadmill belt, stationary bike and row machine.
  - b. Oracle Elevator performed maintenance on lift.
3. Activities
  - a. 11 facility rentals in September, 13 in October.
  - b. 18 Kids at Sept Kids Only Party, 35 at October KOP
  - c. 25 people attended the Dive in Movies for both Sept & Oct.
  - d. Rachael had 30 membership orientations in Sept & Oct.
  - e. Approximately 30 teens attended Teen Pool Party.
  - f. Approximately 450 attended the fall mixer.
  - g. Approximately 200 people attended the Spooktacular.
  - h. 30 people attended National Night Out event on the green.
  - i. eaglelandingonline.com changed to our new website 10.28.19.
  - j. Various advertising through social media, at least 3-times a week.
  - k. 15 people on average per Water Aerobics Class. 8 classes per month.
4. Tennis Facility
  - a. Repaired ice machine.
  - b. Detail work by Turner around courts are having major improvement including white stone.

## **Golf and Clubhouse Operations:**

### Golf Operations

- A good two months with some cooler days. September 3300 rounds & October 3600 rounds
- b. Weekly member groups had good turnouts. 1,500 member rounds in the two months.
  - c. Range activity was good over the past two months with 2,300 users and \$4500 in revenue during the two months.

- d. A weekly women's Clinic began in September averaging 10 ladies per week.
- e. Sales in the golf shop were steady the last two months with \$21k in sales.
- f. The Friday Night Scramble has come to an end (due to daylight savings time) and the Monday Walking group will start earlier.
- g. PGA Jr. League is going well. We've had two matches and the kids are doing great
- h. The after school program is in full swing with 12 kids actively participating.
- i. The 2019 Member / Member tournament is around the corner. Currently 30 players signed-up
- j. Glow golf is back this month with 60 residents participating.

#### Clubhouse F&B

- a. We completed a successful first year, exceeding budget by about \$200K. The first month of the new year seems to indicate that trend will continue. We are preparing for a vigorous tournament season, along with preparation for upcoming holidays parties and events
- b. Trivia night continues strong, as well as Sunday Football. Along with some additional resident events upcoming, such as a wine tasting event, the club is staying busy
- c. Outside business remains steady with. Chamber of Commerce Oakleaf Business Council Luncheons, and Promote Clay, Sheriffs NET meetings, as well as multiple "lunch and learns" for local businesses such as Landmark title.
- d. We had several private events for birthdays as well as retirements etc. And continue to have a steady stream of interest from outside sources.
- e. Planning is complete for the new menu rollout. We have evaluated each are in regards to cost, speed of preparation, and overall popularity. We believe with a few adjustments we will be more fiscally sound in the cost area, with minimal impact to our guests. The Menu should roll out mid-month.
- f. Staff upgrades remain a focus, and applicant stream is poor. We have been able to manage through cross training and some additional staff adjustments. Working to move in the right direction in regard to service and it remains a daily focus.
- g. Jonas has been installed and after working through the "newness", it has begun to increase accuracy and speed.

#### Golf Course Maintenance

- a. Greens Program for September/October
  - Fall preventative fungicide program... applications every 14 to 21 days... 3 apps 8/30, 9/26 and 11/24 mainly for root disfunctions, patch diseases, leaf spot, and pythium
  - Insecticide applications on 9/7 and 9/20 for fall army worms
  - soluable micro nutrients package including N, P, K, Fe, Mn, Mg, Cu, Zn, and S combined with growth regulator. Apps made on 9/23 and 10/23
  - aerified greens 9/10 and 9/11...1 week later then normal because of Dorian
  - topdressed 9/10 and 9/11 also 9/16 and 9/17
  - 0-0-5 and 0-0-30 apps on 9/18
  - 10-0-20 fertilizer apps on 11/15 and 11/22
- b. All tees sprayed with insecticide on 9/10, fertilized with 18-0-10 on 10/22, and sprayed for leaf spot on 10/24
- c. Irrigation head repairs on 4, 9, 10, 17, and several heads on the driving range. Repaired power surge damage to control box by hole 4 tee.
- d. Sod work along cart paths on 4, 9, 11, 12, 13, 14, 16 and 17. Spiked and fertilized all new cart path sod with 18-0-10.
- e. Sprayed, edged, and fertilized church pew bunker on hole 17
- f. Applied the 1<sup>st</sup> app of Specticle herbicide for fall, winter, and spring grassy weeds. 2<sup>nd</sup> app to go down in November

g. MacCurrach completed greenside bunker project on 10/2. All sod has been fertilizer twice also sprayed with fungicide for disease control and insecticide for worms. About a week after completion, we had 6" of rain. There was minimal washing and the contaminated sand was replaced, no green side bunker held any water.

h. 3.18" of rain in September and 7.28" as of the 27 of October

i. Continue to control traffic flow by moving stakes/ropes

j. Continue to work on landscape areas on all tees, replace some area with stone

k. Starting to edge out all tee yardage plates on par 3's and 100, 150, 200 yard plates

#### **Common Areas & Retention Ponds:**

1. All lakes have been treated and inspected by the Lake Doctors. Written reports are submitted after each treatment. There has been improvement in the troubled ponds previously target. Some new issue ponds have developed and are being treated accordingly.
2. Received replacement road signs at entrance. EL Pkwy/Oakleaf Plantation Pkwy was ran over.
3. Replaced numerous landscape lights along main entrance, island and around waterfall, ongoing.
4. Repaired more parking lot lights.
5. Damaged landscape area by amenity turn in repaired/replaced by Tree Amigos.

#### **Landscaping:**

1. Director of Operations confers with Tree Amigos Landscape on a weekly basis. Grounds are being maintained per the contract.
2. Maintenance services provided to Eagle Landing by Tree Amigos for  
September 1<sup>st</sup> through September 30<sup>th</sup>
  - a. Ongoing maintenance per schedule for mowing and detail operations.
  - b. August irrigation inspection and repairs completed week of 9/22<sup>nd</sup>. Adjusted irrigation system based on current rainfall we readjusted to run 4 days per week. Rain sensors were checked to make sure they operate correctly.
  - c. Detailed plant material around Amenity Center and Tennis
  - d. Sprayed for Mole Crickets on turf at different sites thru community.
  - e. Pre-emerge herbicide along with chinch bug insecticide was applied 1<sup>st</sup> week of September
  - f. Flower beds were replaced the 10<sup>th</sup> of September
  - g. Replaced dead plant material around back of Tennis Courts.
  - h. Pulled vines from plant material along parkway

October 1<sup>st</sup> through October 31<sup>st</sup>

Ongoing maintenance per schedule for mowing and detail operations.

  - a. October irrigation inspection and repairs completed week of 10/21<sup>st</sup>. Adjusted irrigation system based on current rainfall we readjusted to run 3 days per week. Rain sensors were checked to make sure they operate correctly. Hanging Baskets irrigation checked for coverage.
  - b. Limbed up large trees around Amenity Center and parking lot and Playground area
  - c. Sprayed for Mole Crickets on turf at different sites thru community during full moon 10/14<sup>th</sup>
  - d. Granular Fertilizer applied to all turf areas 10/16<sup>th</sup> & 10/17<sup>th</sup>
  - e. Flower Bed in center island that was ran thru by vehicle repaired on 10/24<sup>th</sup>
  - f. Herbicide treatment for weeds on different turf areas and beds completed 10/8 & 10/9
  - g. Pulled vines from plant material along parkway

#### **Misc:**

1. Answered numerous phone calls, emails and visits from residents, contractors, vendors and other persons with inquiries. The subjects included, golf course maintenance, easement encroachments, alligators, lake maintenance, directions, repairs, drainage (both County and CDD owned), dead trees, vandalism, security, etc
2. Facilities are inspected on a weekly basis

3. The parks and playgrounds are inspected weekly and required repairs are made.
4. Daily trash pickup along parkway, park sites and common areas.
5. Amenity and common area cameras reviewed frequently; recordings provided to CCSO.

**Questions/Comments:**

Should you have any questions or comments regarding the above information, please feel free to contact Matt Biagetti at [matthew.biagetti@honourgolf.com](mailto:matthew.biagetti@honourgolf.com) , 904-637-0666.

*SIXTEENTH ORDER OF BUSINESS*

*A.*

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
September 30, 2019

	<u>Governmental Fund Types</u>				Totals (Memorandum Only) 2019
			Debt	Capital	
	<u>General</u>	<u>Capital Resv</u>	<u>Service</u>	<u>Projects</u>	
<b><u>ASSETS:</u></b>					
Cash	\$189,331	\$219,002	---	---	\$408,333
Investments:					
State Board	\$483,484	\$26,152	---	---	\$509,636
<u>Series 2016 A1/A2</u>					
Reserve A1	---	---	\$555,752	---	\$555,752
Reserve A2	---	---	\$205,091	---	\$205,091
Interest A1	---	---	\$0	---	\$0
Interest A2	---	---	\$0	---	\$0
Revenue A1/A2	---	---	\$416,367	---	\$416,367
Prepayment A1	---	---	\$0	---	\$0
Prepayment A2	---	---	\$0	---	\$0
Construction	---	---	---	\$18,946	\$18,946
<u>Series 2016 A3</u>					
Reserve A3	---	---	\$143,837	---	\$143,837
Revenue A3	---	---	\$141,977	---	\$141,977
Prepayment A3	---	---	\$92,789	---	\$92,789
Dreamfinders Acquisition	---	---	---	\$63	\$63
Dreamfinders Supp. Constr.	---	---	---	\$742,454	\$742,454
<u>Series 2019A/B</u>					
Reserve A	---	---	\$56,199	---	\$56,199
Cap Interest A	---	---	\$89,467	---	\$89,467
Cap Interest B	---	---	\$48,234	---	\$48,234
Prepayment	---	---	\$62,964	---	\$62,964
Acquisition & Construction	---	---	---	\$870,844	\$870,844
Restricted Acq & Construction	---	---	---	\$1,725,547	\$1,725,547
Cost of Issuance	---	---	---	\$0	\$0
Due from Other	\$0	---	---	---	\$0
Due from Rec Fund	\$43,699	---	---	---	\$43,699
<b>TOTAL ASSETS</b>	<b>\$716,514</b>	<b>\$245,154</b>	<b>\$1,812,678</b>	<b>\$3,357,854</b>	<b>\$6,132,199</b>
<b><u>LIABILITIES:</u></b>					
Accounts Payable	\$172,076	\$25,014	---	---	\$197,090
Sales Tax Payable	---	---	---	---	\$0
Deferred Revenue	\$20,000	---	---	---	\$20,000
Due to Other Funds	\$3,765	---	---	---	\$3,765
<b><u>FUND BALANCES:</u></b>					
Restricted for Debt Service	---	---	\$1,812,678	---	\$1,812,678
Restricted for Capital Projects	---	---	---	\$3,357,854	\$3,357,854
Unassigned	\$520,673	\$220,140	---	---	\$740,813
<b>TOTAL LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<b>\$716,514</b>	<b>\$245,154</b>	<b>\$1,812,678</b>	<b>\$3,357,854</b>	<b>\$6,132,199</b>

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues & Expenditures  
For the Period Ended September 30, 2019

**REVENUES:**

	AMENDED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
Maintenance Assessments - Tax Collector	\$740,954	\$740,954	\$746,899	\$5,945
Maintenance Assessments - Direct	\$1,267	\$1,267	\$1,267	\$0
Interest Income	\$0	\$0	\$5,370	\$5,370
Misc Income - Boundary Amendment	\$0	\$0	\$29,001	\$29,001
<b>TOTAL REVENUES</b>	<b>\$742,221</b>	<b>\$742,221</b>	<b>\$782,537</b>	<b>\$40,316</b>

**EXPENDITURES:**

**ADMINISTRATIVE:**

Supervisor Fees	\$13,000	\$13,000	\$13,600	(\$600)
FICA Taxes	\$1,000	\$1,000	\$1,040	(\$40)
Engineering	\$15,000	\$15,000	\$8,089	\$6,911
Arbitrage	\$1,800	\$1,800	\$1,800	\$0
Dissemination	\$5,000	\$5,000	\$7,042	(\$2,042)
Assessment Roll	\$5,300	\$5,300	\$5,260	\$40
Attorney	\$35,000	\$35,000	\$18,091	\$16,909
Annual Audit	\$4,500	\$4,500	\$6,750	(\$2,250)
Trustee Fees	\$15,000	\$15,000	\$12,102	\$2,898
Management Fees	\$45,000	\$45,000	\$45,000	\$0
Computer Time	\$1,000	\$1,000	\$1,000	\$0
Telephone	\$500	\$500	\$853	(\$353)
Postage	\$1,500	\$1,500	\$1,928	(\$428)
Printing & Binding	\$3,300	\$3,300	\$3,258	\$42
Insurance	\$7,200	\$7,200	\$5,298	\$1,902
Legal Advertising	\$1,000	\$1,000	\$5,065	(\$4,065)
Other Current Charges	\$1,200	\$1,200	\$4,266	(\$3,066)
Office Supplies	\$100	\$100	\$271	(\$171)
Dues, Licenses, Subscriptions	\$200	\$200	\$175	\$25
Contingency	\$572	\$572	\$0	\$572
<b>TOTAL ADMINISTRATIVE</b>	<b>\$157,172</b>	<b>\$157,172</b>	<b>\$140,888</b>	<b>\$16,284</b>

**COMMUNITY APPEARANCE**

Utilities	\$95,000	\$95,000	\$74,740	\$20,260
Interlocal Agreement - MVCDD	\$36,000	\$36,000	\$35,754	\$246
Personnel	\$58,798	\$58,798	\$1,131	\$57,667
Landscape - Contract	\$155,518	\$155,518	\$163,570	(\$8,052)
Landscape - Contingency	\$30,000	\$30,000	\$20,204	\$9,796
Landscape - Irrigation Repairs	\$10,500	\$10,500	\$0	\$10,500
Lake - Contract	\$25,423	\$25,423	\$30,192	(\$4,769)
Miscellaneous - Direct Cost	\$10,000	\$10,000	\$13,725	(\$3,725)
Security	\$23,200	\$23,200	\$26,372	(\$3,172)
Capital Outlay	\$0	\$0	\$5,181	(\$5,181)
<b>TOTAL COMMUNITY APPEARANCE</b>	<b>\$444,439</b>	<b>\$444,439</b>	<b>\$370,869</b>	<b>\$73,570</b>

**TOTAL EXPENDITURES**

**OTHER SOURCES/(USES):**

Interfund Transfer Out - Rec Fund	(\$88,320)	(\$88,320)	(\$88,320)	\$0
Interfund Transfer Out - Golf Fund	(\$52,290)	(\$52,290)	(\$52,290)	\$0
<b>TOTAL OTHER</b>	<b>(\$140,610)</b>	<b>(\$140,610)</b>	<b>(\$140,610)</b>	<b>\$0</b>

**EXCESS REVENUES (EXPENDITURES)**

**FUND BALANCE - Beginning**

**FUND BALANCE - Ending**

<b>\$0</b>	<b>\$130,169</b>
<b>\$390,504</b>	
<b>\$520,673</b>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL RESERVE**  
**Statement of Revenues & Expenditures**  
For the Period Ended September 30, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessments	\$250,416	\$250,416	\$252,441	\$2,025
Interest Income	\$0	\$0	\$651	\$651
<b>TOTAL REVENUES</b>	<b>\$250,416</b>	<b>\$250,416</b>	<b>\$253,092</b>	<b>\$2,676</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay/Repair & Replacement	\$250,000	\$250,000	\$186,952	\$63,048
Other Current Charges	\$300	\$300	\$301	(\$1)
<b>TOTAL EXPENDITURES</b>	<b>\$250,300</b>	<b>\$250,300</b>	<b>\$187,253</b>	<b>\$63,047</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$116</b>		<b>\$65,839</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$63,358</b>		<b>\$154,301</b>	
<b>FUND BALANCE - Ending</b>	<b>\$63,474</b>		<b>\$220,140</b>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds

**Statement of Revenues & Expenditures**

For the Period Ended September 30, 2019

ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
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**REVENUES:**

Assessments - Tax Collector	\$1,490,047	\$1,490,047	\$1,498,605	\$8,558
Direct Assessments	\$24,874	\$24,874	\$24,874	\$0
Prepayments	\$0	\$0	\$64,569	\$64,569
Interest Income	\$0	\$0	\$28,859	\$28,859

**TOTAL REVENUES**

\$1,514,921	\$1,514,921	\$1,616,907	\$101,986
-------------	-------------	-------------	-----------

**EXPENDITURES:**

**Series 2016 A-1 Refunding Bonds**

Interest Expense - 11/1	\$195,013	\$195,013	\$195,013	\$0
Special Call - 11/1	\$0	\$0	\$35,000	(\$35,000)
Interest Expense - 5/1	\$195,013	\$195,013	\$194,569	\$444
Principal Expense - 5/1	\$600,000	\$600,000	\$600,000	\$0
Special Call - 5/1	\$0	\$0	\$55,000	(\$55,000)

**Series 2016 A-1 Revenue Bonds**

Interest Expense - 11/1	\$57,281	\$57,281	\$57,281	\$0
Interest Expense - 5/1	\$57,281	\$57,281	\$57,281	\$0

**Series 2016 A-2 Refunding Bonds**

Interest Expense - 11/1	\$99,624	\$99,624	\$99,624	\$0
Principal Expense - 5/1	\$170,000	\$170,000	\$170,000	\$0
Interest Expense - 5/1	\$99,624	\$99,624	\$99,391	\$233
Special Call - 5/1	\$0	\$0	\$20,000	(\$20,000)

**Series 2016 A-2 Revenue Bonds**

Interest Expense - 11/1	\$20,875	\$20,875	\$20,875	\$0
Interest Expense - 5/1	\$20,875	\$20,875	\$20,875	\$0

**TOTAL EXPENDITURES**

\$1,515,586	\$1,515,586	\$1,624,909	(\$109,323)
-------------	-------------	-------------	-------------

**OTHER SOURCES/(USES):**

FUND BALANCE - Beginning	\$430,291	\$1,185,212
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FUND BALANCE - Ending	<u>\$429,626</u>	<u>\$1,177,211</u>
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**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**

Series 2016A3 Special Assessment Revenue and Refunding Bonds

Statement of Revenues & Expenditures

For the Period Ended September 30, 2019

ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
-------------------	---------------------------	-------------------------	----------

**REVENUES:**

Assessments - Tax Collector	\$396,452	\$396,452	\$376,626	(\$19,826)
Prepayments	\$0	\$0	\$264,322	\$264,322
Interest Income	\$0	\$0	\$7,869	\$7,869

***TOTAL REVENUES***

\$396,452	\$396,452	\$648,817	\$252,365
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**EXPENDITURES:**

Series 2016 A-3 Refunding Bonds

Interest Expense - 11/1	\$86,375	\$86,375	\$85,400	\$975
Special Call - 11/1	\$20,000	\$20,000	\$155,000	(\$135,000)
Special Call - 2/1	\$0	\$0	\$40,000	(\$40,000)
Interest Expense - 2/1	\$0	\$0	\$600	(\$600)
Interest Expense - 5/1	\$86,375	\$86,375	\$79,963	\$6,413
Principal Expense - 5/1	\$105,000	\$105,000	\$100,000	\$5,000
Special Call - 5/1	\$0	\$0	\$75,000	(\$75,000)
Special Call - 8/1	\$0	\$0	\$65,000	(\$65,000)
Interest Expense - 8/1	\$0	\$0	\$944	(\$944)

Series 2016 A-3 Revenue Bonds

Interest Expense - 11/1	\$55,125	\$55,125	\$55,125	\$0
Interest Expense - 5/1	\$55,125	\$55,125	\$55,125	\$0

***TOTAL EXPENDITURES***

\$408,000	\$408,000	\$712,156	(\$304,156)
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**EXCESS REVENUES (EXPENDITURES)**

(\$11,548)	(\$63,339)
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FUND BALANCE - Beginning

\$315,957	\$441,942
-----------	-----------

FUND BALANCE - Ending

\$304,409	\$378,603
-----------	-----------

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**

Series 2019A/B Capital Improvement Revenue Bonds

**Statement of Revenues & Expenditures**

For the Period Ended September 30, 2019

PROPOSED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
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**REVENUES:**

Assessments	\$0	\$0	\$0	\$0
Interest Income	\$2,430	\$2,430	\$2,430	\$0
Prepayments	\$62,961	\$62,961	\$62,964	\$3

***TOTAL REVENUES***

\$65,391	\$65,391	\$65,394	\$0
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**EXPENDITURES:**

**Series 2019A**

Interest Expense - 11/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$41,039	\$41,039	\$41,039	\$0
Principal Expense - 5/1	\$0	\$0	\$0	\$0

**Series 2019B**

Interest Expense - 11/1	\$22,213	\$22,213	\$22,213	\$0
Interest Expense - 5/1	\$0	\$0	\$0	\$0

***TOTAL EXPENDITURES***

\$63,252	\$63,252	\$63,252	\$0
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**OTHER SOURCES/(USES):**

Bond Proceeds	\$254,722	\$254,722	\$254,722	\$0
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***TOTAL OTHER***

\$254,722	\$254,722	\$254,722	\$0
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**EXCESS REVENUES (EXPENDITURES)**

\$256,861	\$256,864
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FUND BALANCE - Beginning

\$0

\$0

FUND BALANCE - Ending

\$256,861

\$256,864

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECTS FUND**

Series 2016A1/A2 Special Assessment Revenue and Refunding Bonds

**Statement of Revenues & Expenditures**

For the Period Ended September 30, 2019

	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$861	\$861
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$861</b>	<b>\$861</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$49,188	(\$49,188)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,188</b>	<b>(\$49,188)</b>
<b><u>OTHER SOURCES/(USES):</u></b>				
Interfund Transfer In	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>(\$48,326)</b>	
<b>FUND BALANCE - Beginning</b>			<b>\$67,273</b>	
<b>FUND BALANCE - Ending</b>			<b>\$18,946</b>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECTS FUND**

Series 2016A3 Special Assessment Revenue and Refunding Bonds

**Statement of Revenues & Expenditures**

For the Period Ended September 30, 2019

	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$11,501	\$11,501
Capital Assessments	\$0	\$0	\$400,000	\$400,000
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$411,501</b>	<b>\$411,501</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$154,551	(\$154,551)
Cost of Issuance	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$154,551</b>	<b>(\$154,551)</b>
<b><u>OTHER SOURCES/(USES):</u></b>				
Interfund Transfer In	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	\$0	\$0	\$0
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$256,950</b>	
<b>FUND BALANCE - Beginning</b>			<b>\$485,567</b>	
<b>FUND BALANCE - Ending</b>			<b>\$742,517</b>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECTS FUND**  
Series 2019A/B Capital Improvement Revenue Bonds  
Statement of Revenues & Expenditures  
For the Period Ended September 30, 2019

	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$42,880	\$42,880
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$42,880</b>	<b>\$42,880</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$1,856,493	(\$1,856,493)
Cost of Issuance	\$0	\$0	\$290,275	(\$290,275)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,146,768</b>	<b>(\$2,146,768)</b>
<b><u>OTHER SOURCES/(USES):</u></b>				
Bond Proceeds	\$0	\$0	\$4,700,278	\$4,700,278
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,700,278</b>	<b>\$4,700,278</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$2,596,390</b>	
FUND BALANCE - Beginning			\$0	
FUND BALANCE - Ending			<u>\$2,596,390</u>	

**SOUTH VILLAGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

Bond Issue:	<b><u>Series 2016A1/A2/A3 Capital Improvement Revenue and Refunding Bonds</u></b>
Original Issue Amount:	\$28,085,000
Interest Rate:	2-5%
Maturity Date:	May 1, 2046

Bonds outstanding - 6/23/16	\$28,085,000
Less:	
11/1/16 A1	(\$30,000)
11/1/16 A2	(\$10,000)
5/1/17 A1	(\$595,000)
5/1/17 A2	(\$165,000)
5/1/17 A3	(\$100,000)
11/1/17 A1	(\$10,000)
11/1/17 A2	(\$5,000)
11/1/17 A3	(\$155,000)
5/1/18 A1	(\$585,000)
5/1/18 A2	(\$165,000)
5/1/18 A3	(\$105,000)
8/1/18 A3	(\$35,000)
11/1/18 A2	(\$35,000)
11/1/18 A3	(\$155,000)
2/1/19 A3	(\$40,000)
5/1/19 A1	(\$655,000)
5/1/19 A2	(\$190,000)
5/1/19 A3	(\$175,000)
8/1/19 A3	(\$65,000)
Current Bonds Outstanding:	<u><u>\$24,810,000</u></u>

Bond Issue:	<b><u>Series 2019A/B Capital Improvement Revenue Bonds</u></b>
Original Issue Amount:	\$4,955,000
Interest Rate:	4.75-5.6%
Maturity Date:	May 1, 2049

Reserve Fund Requirement:	25% of MADS
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Bonds outstanding - 2/28/19	\$4,955,000
Less:	

Current Bonds Outstanding:	<u><u>\$4,955,000</u></u>
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**South Village Community Development District  
General Fund - Income Statement By Month  
For the Year Ending September 30, 2019**

	Adopted Budget	Oct	Nov.	Dec.	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>REVENUES:</b>														
Maintenance Assessments - On Roll	\$740,954	\$0	\$186,833	\$417,106	\$13,479	\$12,337	\$8,371	\$7,064	\$95,656	\$6,052	\$0	\$0	\$0	\$746,899
Maintenance Assessments - Off Roll	\$1,267	\$0	\$0	\$0	\$950	\$0	\$0	\$0	\$317	\$0	\$0	\$0	\$0	\$1,267
Miscellaneous Income	\$0	\$157	\$157	\$171	\$179	\$181	\$178	\$170	\$267	\$1,005	\$1,030	\$960	\$915	\$5,370
Boundary Amendment	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$4,000	\$29,001
<b>Total Net Revenues</b>	<b>\$742,221</b>	<b>\$157</b>	<b>\$186,989</b>	<b>\$442,277</b>	<b>\$14,608</b>	<b>\$12,498</b>	<b>\$8,549</b>	<b>\$7,234</b>	<b>\$96,260</b>	<b>\$7,058</b>	<b>\$1,030</b>	<b>\$962</b>	<b>\$4,915</b>	<b>\$782,537</b>
<b>EXPENDITURES:</b>														
<b>ADMINISTRATIVE:</b>														
Supervisor Fees	\$13,000	\$1,000	\$800	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$1,000	\$800	\$1,000	\$13,600
FICA Taxes	\$1,000	\$77	\$61	\$77	\$77	\$77	\$77	\$77	\$153	\$153	\$77	\$61	\$77	\$1,040
Engineering	\$15,000	\$0	\$0	\$1,063	\$375	\$938	\$375	\$2,527	\$625	\$1,188	\$0	\$500	\$500	\$8,089
Arbitrage	\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800	\$0	\$1,800
Dissemination	\$5,000	\$417	\$417	\$417	\$417	\$417	\$708	\$708	\$708	\$708	\$708	\$708	\$708	\$7,042
Assessment Roll	\$5,300	\$5,260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,260
Attorney	\$35,000	\$13,960	\$3,901	\$1,850	\$3,608	\$2,635	\$3,548	\$2,831	\$4,222	(\$17,217)	(\$9,956)	\$6,212	\$2,500	\$18,091
Annual Audit	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,750	\$0	\$6,750
Trustee Fees	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,717	\$8,385	\$0	\$12,102
Management Fees	\$45,000	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$45,000
Computer Time	\$1,000	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Telephone	\$500	\$35	\$148	\$0	\$114	\$8	\$97	\$74	\$37	\$40	\$193	\$75	\$31	\$653
Postage	\$1,500	\$74	\$221	\$103	\$129	\$75	\$190	\$298	\$150	\$192	\$199	\$97	\$200	\$1,928
Printing & Binding	\$3,300	\$830	\$89	\$241	\$98	\$408	\$115	\$139	\$126	\$185	\$516	\$92	\$419	\$3,258
Insurance	\$7,200	\$5,298	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,298
Legal Advertising	\$1,000	\$0	\$0	\$2,039	\$80	\$62	\$581	\$77	\$128	\$161	\$1,215	\$612	\$111	\$5,085
Other Current Charges	\$1,200	\$850	\$7	\$310	\$1,750	\$0	\$16	\$0	\$400	\$250	\$0	\$678	\$5	\$4,265
Office Supplies	\$100	\$153	\$8	\$67	\$0	\$8	\$1	\$3	\$9	\$3	\$11	\$0	\$8	\$271
Dues, Licenses, Subscriptions	\$200	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Contingency	\$572	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Administrative</b>	<b>\$157,172</b>	<b>\$31,960</b>	<b>\$9,486</b>	<b>\$11,000</b>	<b>\$11,478</b>	<b>\$9,460</b>	<b>\$10,541</b>	<b>\$11,568</b>	<b>\$12,391</b>	<b>\$6,504</b>	<b>\$1,514</b>	<b>\$30,604</b>	<b>\$9,391</b>	<b>\$140,888</b>
<b>COMMUNITY APPEARANCE</b>														
Utilities	\$95,000	\$5,386	\$4,366	\$4,765	\$4,557	\$5,070	\$6,194	\$7,350	\$7,716	\$6,154	\$6,901	\$6,888	\$9,402	\$74,740
Interlocal Agreement - MVCDD	\$36,000	\$0	\$0	\$0	\$35,754	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,754
Personnel	\$58,798	\$1,803	\$0	\$0	\$0	\$0	\$727	\$0	\$0	\$0	\$0	\$0	(\$1,400)	\$1,131
Landscape - Contract	\$155,518	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$12,582	\$25,165	\$12,582	\$12,582	\$163,570
Landscape - Contingency	\$30,000	\$0	\$3,745	\$4,460	\$0	\$0	\$0	\$11,699	\$0	\$0	\$195	\$106	\$0	\$20,204
Landscape - Irrigation Repairs	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake - Contract	\$25,423	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$6,366	\$2,166	\$2,166	\$2,166	\$2,166	\$30,192
Miscellaneous - Direct Cost	\$10,000	\$0	\$0	\$800	\$7,720	\$800	\$400	\$0	\$0	\$2,360	\$400	\$845	\$400	\$13,725
Security	\$23,200	\$1,569	\$2,795	\$2,180	\$2,313	\$675	\$3,330	\$2,575	\$2,365	\$2,100	\$2,525	\$3,725	\$0	\$26,372
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,181	\$0	\$0	\$0	\$0	\$0	\$5,181
<b>Total Community Appearance</b>	<b>\$444,439</b>	<b>\$23,526</b>	<b>\$25,654</b>	<b>\$26,943</b>	<b>\$65,092</b>	<b>\$21,493</b>	<b>\$25,399</b>	<b>\$41,554</b>	<b>\$29,032</b>	<b>\$25,363</b>	<b>\$37,352</b>	<b>\$26,311</b>	<b>\$23,151</b>	<b>\$370,869</b>
<b>TOTAL EXPENDITURES</b>	<b>\$601,611</b>	<b>\$55,487</b>	<b>\$35,140</b>	<b>\$37,943</b>	<b>\$76,570</b>	<b>\$30,953</b>	<b>\$35,941</b>	<b>\$53,121</b>	<b>\$41,423</b>	<b>\$16,858</b>	<b>\$38,866</b>	<b>\$56,915</b>	<b>\$32,541</b>	<b>\$511,758</b>
<b>OTHER SOURCES/(USES):</b>														
Interfund Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$88,320)	(\$88,320)
Interfund Transfer Out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$52,290)	(\$52,290)
<b>TOTAL OTHER</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$140,610</b>	<b>\$140,610</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$140,610</b>	<b>(\$55,329)</b>	<b>\$151,849</b>	<b>\$404,334</b>	<b>(\$61,962)</b>	<b>(\$18,455)</b>	<b>(\$27,391)</b>	<b>(\$45,888)</b>	<b>\$54,837</b>	<b>(\$9,801)</b>	<b>(\$37,836)</b>	<b>(\$55,953)</b>	<b>(\$166,236)</b>	<b>\$130,169</b>

**South Village**  
**Community Development District**  
**Series 2016 A3 Special Assessment Bonds**

**1. Recap of Capital Project Fund Activity Through September 30, 2019**

Opening Balance in Construction Account Series 2016 A3	\$2,208,094.98
Source of Funds:	
Interest Earned	\$16,263.02
Trans to/from Debt Service	(\$6,526.50)
Prepayments	\$810,000.00
Use of Funds:	
Disbursements:	
Roads	(\$195,250.12)
Stormwater	(\$470,069.36)
Water	(\$283,608.17)
Reclaimed Water	(\$220,187.74)
Sewer	(\$281,334.89)
General Conditions/Erosion/Earthwork	(\$696,106.01)
Contingency	(\$55,881.97)
Cost of Issuance	(\$82,875.93)
Adjusted Balance in Construction Account at September 30, 2019	\$742,517.31

**2. Funds Available For Construction at September 30, 2019**

Book Balance of Construction Fund at September 30, 2019	\$ 742,517.31
Contracts in place at September 30, 2019	
Construction Funds available at September 30, 2019	\$ 742,517.31

**3. Investments -U.S. Bank**

September 30, 2019	Type	Yield	Due	Maturity	Principal
Construction Fund:	Overnight	0.01%			\$742,517.31

ADJ: Outstanding Requisitions Series 2016 A3	\$ -
Balance at 9/30/19	\$ 742,517.31

**South Village**  
**Community Development District**  
**Series 2019 Special Assessment Bonds**

**1. Recap of Capital Project Fund Activity Through September 30, 2019**

Opening Balance in Construction Account Series 2019	\$4,700,278.00
Source of Funds:	
Interest Earned	\$42,880.07
Transfer In	\$0.00
<b>Use of Funds:</b>	
Disbursements:	
Design	(\$234,719.23)
Lake Park (Amenity Area)	\$0.00
Neighborhood Parks	\$0.00
Neighborhood Monuments (Signage)	(\$2,265.10)
Roads, Ponds, Stormwater System	(\$367,490.14)
Utilities	(\$1,158,657.03)
Contingency	\$0.00
Professional Fees (Soft Costs)	(\$93,361.46)
Cost of Issuance	(\$290,275.00)
<b>Adjusted Balance in Construction Account at September 30, 2019</b>	<b><u><u>\$2,596,390.11</u></u></b>

**2. Funds Available For Construction at September 30, 2019**

Book Balance of Construction Fund at September 30, 2019	\$ 2,596,390.11
Contracts in place at September 30, 2019	
Construction Funds available at September 30, 2019	<b><u><u>\$ 2,596,390.11</u></u></b>

**3. Investments -U.S. Bank**

September 30, 2019	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight				\$2,596,390.11
ADJ: Outstanding Requisitions Series 2019					\$ -
Balance at 9/30/19					<b><u><u>\$ 2,596,390.11</u></u></b>

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**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**Fiscal Year 2019 Assessment Receipt Summary**

ASSESSED	# UNITS ASSESSED	SERIES 2016A-1 DEBT SERVICE ASSESSED	SERIES 2016A-2 DEBT SERVICE ASSESSED	SERIES 2016A-3 DEBT SERVICE ASSESSED	FY19 O&M ASSESSED	TOTAL ASSESSED
EAGLE LANDING - UNITS (1)	18	18,088.02	6,786.00	-	1,267.00	26,141.02
<b>TOTAL DIRECT BILLS ASSESSED</b>	<b>18</b>	<b>18,088.02</b>	<b>6,786.00</b>	<b>-</b>	<b>1,267.00</b>	<b>26,141.02</b>
<b>NET TAX ROLL ASSESSED</b>	<b>1,332</b>	<b>1,081,022.94</b>	<b>405,560.71</b>	<b>373,604.88</b>	<b>2,043,094.06</b>	<b>3,903,282.58</b>
FUNDING AGREEMENT PER BUDGET		-			-	-
<b>TOTAL ASSESSED</b>	<b>1,350</b>	<b>1,099,110.96</b>	<b>412,346.71</b>	<b>373,604.88</b>	<b>2,044,361.06</b>	<b>3,929,423.60</b>

DUE / RECEIVED	BALANCE DUE	SERIES 2016A-1 DEBT SERVICE PAID	SERIES 2016A-2 DEBT SERVICE PAID	SERIES 2016A-3 DEBT SERVICE PAID	O&M PAID	TOTAL PAID
EAGLE LANDING - UNITS (1)	-	18,088.02	6,786.00	-	1,267.00	26,141.02
<b>DIRECT BILLS DUE / RECEIVED</b>	<b>-</b>	<b>18,088.02</b>	<b>6,786.00</b>	<b>-</b>	<b>1,267.00</b>	<b>26,141.02</b>
<b>TAX ROLL DUE / RECEIVED</b>	<b>(31,564.91)</b>	<b>1,089,764.91</b>	<b>408,840.38</b>	<b>376,626.12</b>	<b>2,059,616.08</b>	<b>3,934,847.49</b>
FUNDING AGREEMENT RECEIVED	-	-			-	-
<b>TOTAL DUE / RECEIVED</b>	<b>(31,564.91)</b>	<b>1,107,852.93</b>	<b>415,626.38</b>	<b>376,626.12</b>	<b>2,060,883.08</b>	<b>3,960,988.51</b>

(1) Assessments are due 50% by 12/1/18, 25% by 2/1/19 and 25% by 5/1/19

SUMMARY OF TAX ROLL RECEIPTS						
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	TOTAL RECEIVED	SERIES 2016A-1 DEBT RECEIPTS	SERIES 2016A-2 DEBT RECEIPTS	SERIES 2016A-3 DEBT RECEIPTS	O&M RECEIPTS
1	11/14/2018	57,655.04	15,967.69	5,990.50	5,518.48	30,178.37
2	11/30/2018	926,625.45	256,631.01	96,278.67	88,692.47	485,023.30
3	12/10/2018	1,951,481.47	540,467.21	202,763.75	186,787.14	1,021,463.37
4	12/19/2018	245,937.84	68,113.04	25,553.55	23,540.08	128,731.17
5	1/17/2019	71,010.42	19,666.50	7,378.16	6,796.80	37,168.96
6	2/20/2019	64,994.91	18,000.49	6,753.13	6,221.02	34,020.27
7	3/21/2019	44,101.78	12,214.09	4,582.28	4,221.23	23,084.18
8	4/12/2019	37,214.07	10,306.52	3,866.63	3,561.97	19,478.95
9	5/13/2019	503,941.77	139,567.81	52,360.80	48,235.07	263,778.09
10	6/11/2019	3,130.97	867.13	325.32	299.68	1,638.84
TAX CERTIFICATES	6/21/2019	28,753.77	7,963.42	2,987.59	2,752.18	15,050.58
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
<b>TOTAL RECEIVED TAX ROLL</b>		<b>3,934,847.49</b>	<b>1,089,764.91</b>	<b>408,840.38</b>	<b>376,626.12</b>	<b>2,059,616.08</b>

PERCENT COLLECTED	TOTAL	SERIES 2016A1-1	SERIES 2016A1-2	SERIES 2016A-3	O&M
% COLLECTED DIRECT BILL	100.00%	100.00%	100.00%	0.00%	100.00%
% COLLECTED TAX ROLL	100.81%	100.81%	100.81%	100.81%	100.81%
<b>TOTAL PERCENT COLLECTED</b>	<b>100.80%</b>	<b>100.80%</b>	<b>100.80%</b>	<b>100.81%</b>	<b>100.81%</b>

*C.*

# South Village Community Development District

## Summary of Invoices

November 5, 2019

Fund	Date	Check No.s	Amount
<i>General Fund</i>	8/1-8/31	2819-2840	\$ 53,927.17
	9/1-9/30	2841-2860	\$ 47,864.77
<i>Capital Reserve</i>	8/1-8/31	80-87	\$ 14,578.07
	9/1-9/30	88-93	\$ 25,069.09
<b>Total Invoices for Approval</b>			<b>\$ 141,439.10</b>

*\*\*FedEx invoices are available by request*

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 10/28/19

PAGE 1

\*\*\* CHECK DATES 08/01/2019 - 08/31/2019 \*\*\*

SOUTH VILLAGE CDD - GENERAL  
BANK A SOUTH VILLAGE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/08/19	00031	7/12/19 5875489	201906 320-57200-43000		*	1,502.00	
		3935-1 EAG LND WATER FALL			*	86.00	
		7/12/19 5929377	201906 320-57200-43000				
		3935-2 EAG LAND STR LITES		CLAY ELECTRIC COOPERATIVE, INC.			1,588.00 002819
8/08/19	00045	7/31/19 073119	201907 320-57200-34500		*	350.00	
		SECURITY 7/16-7/31		CLAY COUNTY SHERIFF'S OFFICE			350.00 002820
8/08/19	00050	7/31/19 073119	201907 320-57200-34500		*	300.00	
		SECURITY 7/16-7/31		JEFFREY DEESE			300.00 002821
8/08/19	00003	7/16/19 66141582	201907 310-51300-42000		*	68.60	
		DELIVERIES THRU 7/16			*	68.68	
		7/30/19 66284523	201907 310-51300-42000				
		DELIVERIES THRU 7/30		FEDEX			137.28 002822
8/08/19	00018	8/01/19 244	201908 310-51300-34000		*	3,750.00	
		AUG 19 - MGMT FEES			*	83.33	
		8/01/19 244	201908 310-51300-35100		*	708.33	
		AUG 19 - INFORMATION TECH			*	.24	
		8/01/19 244	201908 310-51300-31300		*	25.09	
		AUG 19 - DISSEMINATION			*	91.50	
		8/01/19 244	201908 310-51300-51000		*	75.46	
		AUG 19 - SUPPLIES			*		
		8/01/19 244	201908 310-51300-42000		*		
		AUG 19 - POSTAGE			*		
		8/01/19 244	201908 310-51300-42500		*		
		AUG 19 - COPIES			*		
		8/01/19 244	201908 310-51300-41000		*		
		AUG 19 - TELEPHONE		GOVERNMENTAL MANAGEMENT SERVICES			4,733.95 002823
8/08/19	00098	7/24/19 5879	201907 310-51300-31500		*	812.50	
		JUL 19 - ENGINEERING SVCS		HADDEN ENGINEERING, INC.			812.50 002824
8/08/19	00140	7/16/19 071619	201907 320-57200-34500		*	150.00	
		SECURITY 7/16-7/31		JEFFREY R HOLMES			150.00 002825
8/08/19	00013	6/30/19 109004	201906 310-51300-31500		*	3,228.47	
		JUN 19 - GENERAL COUNSEL		HOPPING GREEN & SAMS			3,228.47 002826

SVIL SOUTH VILLAGE PPWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/08/19	00142	7/31/19 073119	201907 320-57200-34500	✓ SECURITY 7/16-7/31	*	300.00	
				RUDOLPH VALENTINO JACKSON, JR			300.00 002827
8/08/19	00121	7/31/19 073119	201907 320-57200-34500	✓ SECURITY 7/16-7/31	*	300.00	
				RYAN LUNSFORD			300.00 002828
8/08/19	00137	7/31/19 073119	201907 320-57200-34500	✓ SECURITY 7/16-7/31	*	300.00	
				MATTHEW MCREE			300.00 002829
8/08/19	00144	7/31/19 2019-700	201907 320-57200-49000	SERVICES FOR JULY 19	*	400.00	
				QUANTUM SURGE BUSINESS SOLUTIONS			400.00 002830
8/08/19	00037	7/25/19 5436777	201907 310-51300-32300	SER 2016A3 TRUSTEE FEES	*	3,717.38	
				U.S. BANK			3,717.38 002831
8/20/19	00038	7/31/19 JUL 19	201907 320-57200-43100	JUL 19 - WATER	*	5,257.91	
				CLAY COUNTY UTILTITY AUTHORITY			5,257.91 002832
8/20/19	00031	8/06/19 6474431	201907 320-57200-43000	4045-2 EAGLE CROSSING DR	*	55.00	
				CLAY ELECTRIC COOPERATIVE, INC.			55.00 002833
8/20/19	00045	8/15/19 081519	201908 320-57200-34500	SECURITY 8/1-8/15	*	100.00	
				✓ CLAY COUNTY SHERIFF'S OFFICE			100.00 002834
8/20/19	00017	8/07/19 18592	201908 310-51300-31200	ARBITRAGE 2016A1/2/3	*	1,800.00	
				GRAU & ASSOCIATES			1,800.00 002835
8/20/19	00142	8/15/19 081519	201908 320-57200-34500	SECURITY 8/1-8/15	*	150.00	
				✓ RUDOLPH VALENTINO JACKSON, JR			150.00 002836
8/20/19	00063	6/01/19 436092	201906 320-57200-46800	• JUN 19 - LAKE MGMT	*	2,166.00	
		8/01/19 448337	201907 320-57200-46800	• AUG 19 - WATER MGMT SVCS	*	2,166.00	
				THE LAKE DOCTORS, INC.			4,332.00 002837

SVIL SOUTH VILLAGE PPWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/20/19	00121	8/15/19 081519	201908 320-57200-34500	✓ SECURITY 8/1-/15	*	300.00	
				RYAN LUNSFORD			300.00 002838
8/20/19	00137	8/15/19 081519	201908 320-57200-34500	✓ SECURITY - 8/1-8/15	*	150.00	
				MATTHEW MCREE			150.00 002839
8/20/19	00076	5/31/19 11628	201905 320-57200-46200	MAY 19 - LANDSCAPE MAINT	*	12,582.34	
		6/17/19 11690	201906 320-57200-46100	REPL HUNTER BATTERY	*	195.00	
		7/31/19 11866	201907 320-57200-46200	JUL 19 - LANDSCAPE MAINT	*	12,582.34	
		8/07/19 11921	201908 320-57200-46100	INSTALL PLANTS AT QH SIGN	*	105.00	
				TREE AMIGOS OUTDOOR SERVICES			25,464.68 002840
				TOTAL FOR BANK A		53,927.17	
				TOTAL FOR REGISTER		53,927.17	

SVIL SOUTH VILLAGE PPWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/06/19	00103	8/19/19 346434	201908 310-51300-32200		*	6,750.00	
		AUDIT FYE 9/30/18		BERGER, TOOMBS, ELAM, GAINES &			6,750.00 002841
9/06/19	00031	8/12/19 5875489	201907 320-57200-43000		*	1,310.00	
		3935-1 EAG LND WATER FALL			*	82.00	
		8/12/19 5929377	201907 320-57200-43000				
		3935-2 EAG LAND STR LITES		CLAY ELECTRIC COOPERATIVE, INC.			1,392.00 002842
9/06/19	00003	8/13/19 67058505	201908 310-51300-42000		*	✓38.15	
		DELIVERIES THRU 8/13			*	34.14	
		8/27/19 67187281	201908 310-51300-42000				
		DELIVERIES THRU 8/27		FEDEX			72.29 002843
9/06/19	00098	8/21/19 5889	201908 310-51300-31100		*	500.00	
		AUG 19 - ENGINEERING SVCS		HADDEN ENGINEERING, INC.			500.00 002844
9/06/19	00013	7/31/19 109646	201907 310-51300-31500		*	2,243.50	
		JUL 19 - GENERAL COUNSEL		HOPPING GREEN & SAMS			2,243.50 002845
9/06/19	00063	9/01/19 454397	201909 320-57200-46800		*	2,166.00	
		SEP 19 - WATER MGMT		THE LAKE DOCTORS, INC.			2,166.00 002846
9/06/19	00144	8/31/19 2019-800	201908 320-57200-49000		*	400.00	
		AUGUST 2019		QUANTUM SURGE BUSINESS SOLUTIONS			400.00 002847
9/06/19	00076	8/30/19 11983	201908 320-57200-46200		*	12,582.34	
		AUG 19 - LANDSCAPE MAINT		TREE AMIGOS OUTDOOR SERVICES			12,582.34 002848
9/06/19	00037	7/25/19 5437280	201907 310-51300-32300		*	8,384.54	
		SERIES 2016A1/A2		U.S. BANK			8,384.54 002849
9/18/19	00038	8/31/19 AUG 19	201908 320-57200-43100		*	4,189.14	
		AUG 19 - WATER		CLAY COUNTY UTILTITY AUTHORITY			4,189.14 002850
9/18/19	00031	9/05/19 6474431	201908 320-57200-43000		*	57.00	
		4045-2 EAGLE CROSSING DR					

SVIL SOUTH VILLAGE PPWERS

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/19  
 \*\*\* CHECK DATES 09/01/2019 - 09/30/2019 \*\*\* SOUTH VILLAGE CDD - GENERAL  
 BANK A SOUTH VILLAGE CDD

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/11/19		5875489	201908 320-57200-43000		*	1,169.61	
		3935-1	EAG LND WATER FALL				
9/11/19		5929377	201908 320-57200-43000		*	80.00	
		3935-2	EAG LAND STR LITES				
				CLAY ELECTRIC COOPERATIVE, INC.			1,306.61 002851
9/18/19	00045	8/31/19 083119	201908 320-57200-34500		*	✓ 300.00	
		AUG 19 -	SCHEDULING FEE				
9/15/19		091519	201909 320-57200-34500		*	✓ 75.00	
			AGENCY FEE				
				CLAY COUNTY SHERIFF'S OFFICE			375.00 002852
9/18/19	00050	8/31/19 083119	201908 320-57200-34500		*	✓ 300.00	
			SECURITY 8/16-8/31				
9/15/19		091519	201909 320-57200-34500		*	✓ 150.00	
			SECURITY 9/1-9/15				
				JEFFREY DEESE			450.00 002853
9/18/19	00127	4/02/19 10	201904 310-51300-49000		*	600.00	
			REVISED AMORT SCHEDULES				
				DISCLOSURE SERVICES, LLC			600.00 002854
9/18/19	00003	9/03/19 67263181	201909 310-51300-42000		*	21.19	
			DELIVERIES THRU 9/3				
				FEDEX			21.19 002855
9/18/19	00018	9/01/19 245	201909 310-51300-34000		*	3,750.00	
		SEP 19 -	MGMT FEES				
9/01/19		245	201909 310-51300-35100		*	83.33	
		SEP 19 -	INFO TECH				
9/01/19		245	201909 310-51300-31300		*	708.33	
		SEP 19 -	DISSEMINATION				
9/01/19		245	201909 310-51300-51000		*	7.61	
		SEP 19 -	SUPPLIES				
9/01/19		245	201909 310-51300-42000		*	88.23	
		SEP 19 -	POSTAGE				
9/01/19		245	201909 310-51300-42500		*	418.80	
		SEP 19 -	COPIES				
9/01/19		245	201909 310-51300-41000		*	30.86	
		SEP 19 -	TELEPHONE				
				GOVERNMENTAL MANAGEMENT SERVICES			5,087.16 002856
9/18/19	00140	8/31/19 083119	201908 320-57200-34500		*	✓ 150.00	
			SECURITY 8/16-8/31				
9/15/19		091519	201908 320-57200-34500		*	✓ 150.00	
			SECURITY 9/1-9/15				
				JEFFREY R HOLMES			300.00 002857

SVIL SOUTH VILLAGE PPOWERS

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/19 PAGE 3  
 \*\*\* CHECK DATES 09/01/2019 - 09/30/2019 \*\*\* SOUTH VILLAGE CDD - GENERAL  
 BANK A SOUTH VILLAGE CDD

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/18/19	00142	8/31/19 083119	201908 320-57200-34500		*	✓ 150.00	
		SECURITY 8/16-8/31					
		9/15/19 091519	201909 320-57200-34500		*	✓ 150.00	
		SECURITY 9/1-9/15					
				RUDOLPH VALENTINO JACKSON, JR			300.00 002858
9/18/19	00078	9/09/19 4179	201909 320-57200-46000		*	445.00	
		PARKING LOT LIGHT					
				KAD ELECTRIC COMPANY			445.00 002859
9/18/19	00137	8/31/19 083119	201908 320-57200-34500		*	300.00	
		SECURITY 8/16-8/31					
				MATTHEW MCREE			300.00 002860
TOTAL FOR BANK A						47,864.77	
TOTAL FOR REGISTER						47,864.77	

SVIL SOUTH VILLAGE PPOWERS



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 07/12/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
*5875489	EAGLE LANDING LIMITED PARTNSP		3935 EAGLE LANDING # 1 WATERFALL & LIGHTS			152191563	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	06/04/2019	07/09/2019	08/08/19	7612	20776 Jul 2018	13164 516	35 29	376 18

Previous Statement Balance

1,472.00

06/27/2019 Payment Received - Thank You

1,472.00CR

Previous Balance

\$ 0.00

Current Charges Billed 07/12/2019

Energy	1,070.23
Access Charge	23.00
Power Cost Adjustment .01740 X 13164	229.05
FLA Gross Receipts Tax	33.89
Florida State Sales Tax	94.25
Clay Co Public Ser Utility Tax	37.58
Clay County Sales Tax	13.56
Operation Round Up	0.44

Current Charges Due on 07/26/2019

\$ 1,502.00

Total Amount Due

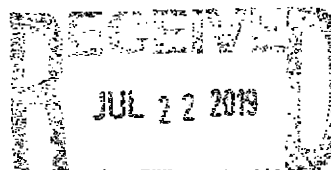
\$ 1,502.00

Non-Taxable Fuel Amount @ .02908/KWH -\$382.81

Government Taxes/Fees are not imposed by Clay Electric

\$ 179.28

Florida's summer thunderstorms can damage your expensive electronics. Go to ClayElectric.com for information about SurgeBlaster. Free installation is available.



Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**  
 P.O. Box 308  
 Keystone Heights, Florida 32656-0308

7924

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*5875489	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

76775-13A\*34\*7924\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges \$ 1,502.00  
 Due Date 07/26/2019  
 Total Amount Due \$ 1,502.00

05875489 0001502004



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 07/12/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
5929377	EAGLE LANDING LIMITED PARTNSP		3935 EAGLE LANDING # 2 LANDSCAPE LIGHTS			152191565	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	06/04/2019	07/09/2019	08/08/19	292	822 Jul 2018	530 675	35 29	15 23

Previous Statement Balance

87.00

06/27/2019 Payment Received - Thank You

87.00CR

Previous Balance

\$ 0.00

Current Charges Billed 07/12/2019

Energy

43.09

Access Charge

23.00

Power Cost Adjustment .01740 X 530 KWH

9.22

FLA Gross Receipts Tax

1.93

Florida State Sales Tax

5.37

Clay Co Public Ser Utility Tax

2.40

Clay County Sales Tax

0.77

Operation Round Up

0.22

Current Charges Due on 07/26/2019

\$ 86.00

Total Amount Due

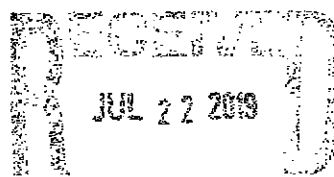
\$ 86.00

Non-Taxable Fuel Amount @ .02908/KWH -\$15.41

Government Taxes/Fees are not imposed by Clay Electric

\$ 10.47

Florida's summer thunderstorms can damage your expensive electronics. Go to ClayElectric.com for information about SurgeBlaster. Free installation is available.



Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼Tear Here▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

7924

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
5929377	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



76775-13A\*34\*7924\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges

\$ 86.00

Due Date 07/26/2019

Total Amount Due

\$ 86.00

05929377 0000086009

00017301

**Eagle Landing  
SECURITY INVOICE JULY 16-31, 2019**

07/01/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	07/17/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	07/22/19	1700	2200	5.00	\$30.00	\$150.00	MATTHEW MCREE ✓	\$300.00 137
Eagle Landing	07/25/19	2000	0100	5.00	\$30.00	\$150.00		
Eagle Landing	07/26/19	2200	0300	5.00	\$30.00	\$150.00	JEFFREY DEESE ✓	\$300.00 50
Eagle Landing	07/19/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	07/29/19	1630	2130	5.00	\$30.00	\$150.00	RUDOLPH JACKSON ✓	\$300.00 142
Eagle Landing	07/18/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	07/31/19	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNSFORD ✓	\$300.00 121
Eagle Landing	07/30/19	1715	2215	5.00	\$30.00	\$150.00	JEFFREY HOLMES ✓	\$150.00 140
Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				45.00	\$5.00		Clay County Sheriff's Office	\$225.00 45
Invoice total								\$1,700.00 550

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

Governmental Management Services, LLC  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 244  
Invoice Date: 8/1/19  
Due Date: 8/1/19  
Case:  
P.O. Number:

**Bill To:**

South Village CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - August 2019		3,750.00	3,750.00
Information Technology - August 2019		83.33	83.33
Dissemination Agent Services - August 2019		708.33	708.33
Office Supplies		0.24	0.24
Postage		25.09	25.09
Copies		91.50	91.50
Telephone		75.46	75.46
Total			\$4,733.95
Payments/Credits			\$0.00
Balance Due			\$4,733.95

**HADDEN ENGINEERING, INC.**

POST OFFICE BOX 9509  
FLEMING ISLAND, FL 32006  
(904) 269-9999

**Invoice**

DATE	INVOICE #
7/24/2019	5879

BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
June 19 - July 23, 2019

		PROJECT NO.	PROJECT
		HEI-14201	SVCDD
DESCRIPTION	HOURS	RATE	AMOUNT
SOUTH VILLAGE CDD ENGINEER Engineering Services - SVCDD Agenda Conference Call - Review Agenda for meeting - SVCDD Meeting on 7/02/19 - Requisition Approval	6.5	125.00	812.50
PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT		<b>Total</b>	<b>\$812.50</b>

THANK YOU FOR YOUR BUSINESS!



# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

July 31, 2019

South Village Community Development District  
c/o Jim Oliver, District Manager  
GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 109004  
Billed through 06/30/2019

### General Counsel

SVCDD 00001 KSB

### FOR PROFESSIONAL SERVICES RENDERED

06/02/19	KSB	Perform meeting follow up.	0.30 hrs
06/03/19	MGC	Review auditor letter.	0.20 hrs
06/03/19	KSB	Review agenda package and prepare for board meeting.	0.70 hrs
06/04/19	KSB	Prepare for, travel to and from, and attend board meeting.	5.00 hrs
06/05/19	KSB	Prepare for and attend continued meeting.	2.50 hrs
06/05/19	JEM	Review issues regarding potential acquisition of cottage lot tracts.	0.40 hrs
06/06/19	KSB	Respond to auditor request; review correspondence regarding conveyance of common element.	0.30 hrs
06/12/19	KSB	Confer with Carr.	0.30 hrs
06/17/19	KSB	Prepare assessment notice.	0.40 hrs
06/17/19	MKR	Finalize notice of rulemaking regarding revised amenity rates and hearing date; prepare resolution adopting revised amenity rates.	0.80 hrs
06/18/19	KSB	Confer with Sweat regarding conveyance of property; confer with Krueger regarding potential write off of debt service.	0.50 hrs
06/18/19	MKR	Confer with Biagetti and Sweeting regarding amenity rates notice; revise same; revise resolution adopting amenity rates.	0.60 hrs
06/19/19	KSB	Review offer to convey property.	0.70 hrs
06/19/19	JEM	Review issues regarding potential acquisition of cottage lots tract.	0.80 hrs
06/19/19	KEM	Prepare release of signage easement.	0.40 hrs
06/24/19	KSB	Prepare for and attend agenda call; follow up correspondence regarding cancellation.	0.70 hrs

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Total fees for this matter	\$3,148.00
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**DISBURSEMENTS**

Travel	76.03
Travel - Meals	4.44
Total disbursements for this matter	\$80.47

**MATTER SUMMARY**

Merritt, Jason E.	1.20 hrs	270 /hr	\$324.00
Ibarra, Katherine E. - Paralegal	0.40 hrs	125 /hr	\$50.00
Buchanan, Katie S.	11.40 hrs	215 /hr	\$2,451.00
Collazo, Mike	0.20 hrs	250 /hr	\$50.00
Rigoni, Michelle K.	1.40 hrs	195 /hr	\$273.00

TOTAL FEES	\$3,148.00
TOTAL DISBURSEMENTS	\$80.47

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$3,228.47</b>
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**BILLING SUMMARY**

Merritt, Jason E.	1.20 hrs	270 /hr	\$324.00
Ibarra, Katherine E. - Paralegal	0.40 hrs	125 /hr	\$50.00
Buchanan, Katie S.	11.40 hrs	215 /hr	\$2,451.00
Collazo, Mike	0.20 hrs	250 /hr	\$50.00
Rigoni, Michelle K.	1.40 hrs	195 /hr	\$273.00

TOTAL FEES	\$3,148.00
TOTAL DISBURSEMENTS	\$80.47

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$3,228.47</b>
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**Please include the bill number on your check.**



QUANTUM  
SURGE  
BUSINESS SOLUTIONS

JUDE BARWIG  
(904) 629-1182

July 31, 2019

INVOICE 2019-7004

To: South Village CDD  
Honours Golf

DESCRIPTION:	PRICE:
Services for July 2019: July 1 thru July 31, 2019 – 30 hours per Proposal (Actual Hours worked – 26.5)	\$ 1,200.00
	<b>\$ 1,200.00</b>
	3

*Invoice payable within 30 days of Invoice Date.*

*Payment to:*

Quantum Surge Business  
c/o Jude Barwig  
3420 Earhart Road  
Mount Juliet, TN 37122

*judebarwig@gmail.com*

\$400.00  
GF Share



Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 5436777  
Account Number: 239209000  
Invoice Date: 07/25/2019  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

SOUTH VILLAGE COMMUNITY DEVLPMT DIST  
ATTN DISTRICT MANAGER  
5385 N NOB HILL RD  
SUNRISE FL 33351

SOUTH VILLAGE CDD SERIES 2016A3

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

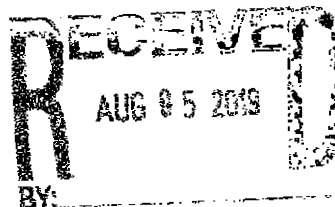
STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$3,717.38

All Invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

SOUTH VILLAGE CDD SERIES 2016A3

Invoice Number: 5436777  
Account Number: 239209000  
Current Due: \$3,717.38  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

Wire Instructions:  
U.S. Bank  
ABA # 091000022  
Acct # 1-801-5013-5135  
Trust Acct # 239209000  
Invoice # 5436777  
Attn: Fee Dept St. Paul

Please mail payments to:  
U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 5436777  
Invoice Date: 07/25/2019  
Account Number: 239209000  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

3/3

SOUTH VILLAGE CDD SERIES 2016A3

Accounts Included 239209000 239209001 239209002 239209003 239209004 239209006  
In This Relationship: 239209007 239209008

**CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP**

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,450.00	100.00%	\$3,450.00
<b>Subtotal Administration Fees - In Advance 07/01/2019 - 06/30/2020</b>				<b>\$3,450.00</b>
Incidental Expenses	3,450.00	0.0775		\$267.38
<b>Subtotal Incidental Expenses</b>				<b>\$267.38</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$3,717.38</b>



## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Jul-19
00213095	3924-1 Eagle Landing Pkwy	\$	351.12
00213119	3988-1 Eagle Landing Parkway	\$	111.62
00215602	3968-1 Eagle Landing Parkway	\$	165.66
00220803	3973 Eagle Landing Parkway	\$	111.62
00222067	3989 Eagle Landing Parkway	\$	993.19
00229064	3979-2 Eagle Landing Parkway	\$	2,434.62
00230632	3965-1 Eagle Landing Parkway	\$	61.73
00230638	3965-2 Eagle Landing Parkway	\$	128.42
00230640	3965-3 Eagle Landing Parkway	\$	127.88
00230641	3975 Eagle Landing Parkway	\$	314.98
00230642	3979 Eagle Landing Parkway	\$	223.33
00235500	4108-1 Eagle Landing Parkway Irr	\$	108.72
00233750	1433-1 Eagle Landing Parkway	\$	68.04
00502768	2180 Club Lake Drive Reclaimed Irr	\$	24.60
00556739	1294 Autumn Pines Drive	\$	32.38
	Vendor #38	\$	5,257.91
	001.320.57200.43100		

## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Jul-19
00213095	3924-1 Eagle Landing Pkwy	\$	351.12
00213119	3988-1 Eagle Landing Parkway	\$	111.62
00215602	3968-1 Eagle Landing Parkway	\$	165.66
00220803	3973 Eagle Landing Parkway	\$	111.62
00222067	3989 Eagle Landing Parkway	\$	993.19
00229064	3979-2 Eagle Landing Parkway	\$	2,434.62
00230632	3965-1 Eagle Landing Parkway	\$	61.73
00230638	3965-2 Eagle Landing Parkway	\$	128.42
00230640	3965-3 Eagle Landing Parkway	\$	127.88
00230641	3975 Eagle Landing Parkway	\$	314.98
00230642	3979 Eagle Landing Parkway	\$	223.33
00235500	4108-1 Eagle Landing Parkway Irr	\$	108.72
00233750	1433-1 Eagle Landing Parkway	\$	68.04
00502768	2180 Club Lake Drive Reclaimed Irr	\$	24.60
00556739	1294 Autumn Pines Drive	\$	32.38
	Vendor #38	\$	5,257.91
	001.320.57200.43100		



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.claycountyutility.org](http://www.claycountyutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE CDD

Bill Date: 08/07/2019

Customer #: 00502768  
Route #: MC05531542

Service Address: 2180 Club Lake Drive Reclaimed Irrigation

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 08/07/19 to 09/05/19 \$0.00						
Consumption Charges						
Proration Factor: 0.0000						
			Tier 1	0.0 x	0.00	\$0.00
			Tier 2	0.0 x	0.00	\$0.00
			Tier 3	0.0 x	0.00	\$0.00
			Tier 4	0.0 x	0.00	\$0.00

### Sewer

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
82790894	.625	08/05/19	35	391	403	12
Base Charges (Prepaid) \$15.48						
Consumption Charges						
Proration Factor: 1.1667						
			Tier 1	12.0 x	0.76	\$9.12
			Tier 2	0.0 x	1.50	\$0.00
			Tier 3	0.0 x	2.26	\$0.00

### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$24.60						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
TOTAL AMOUNT DUE \$24.60						

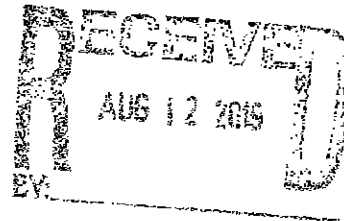
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$24.60 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$41.53 was posted to your account on 07/24/2019.



Please return this portion with payment

### Bill Summary



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

Bill Date	08/07/19
Current Charges	\$24.60
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$24.60

SOUTH VILLAGE CDD

Customer #:00502768

2180 Club Lake Drive Reclaimed Irrigation

Route #:MC05531542

Route Group:26

### ADDRESSEE

### MAIL PAYMENT TO

6244 1 MB 0.425 17-17



SOUTH VILLAGE CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3989 Eagle Landing Parkway

Bill Date: 08/07/2019

Customer #: 00222067  
 Route #: MC05530012

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
71814243	1.5	08/05/19	35	8195	8330	135

Base Charges (Prepaid)	08/07/19 to 09/05/19					\$51.25
Consumption Charges	Tier 1	135.0	x	1.89		\$255.15
Proration Factor: 1.1667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		135.0	x	4.22		\$569.70

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$993.19
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$993.19</b>

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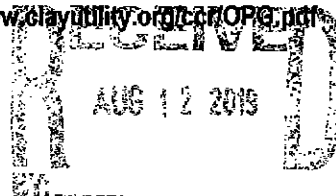
Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$993.19 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$1011.52 was posted to your account on 07/24/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/cr/OPR.pdf](http://www.clayutility.org/cr/OPR.pdf)



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3989 Eagle Landing Parkway

Customer #:00222067  
 Route #:MC05530012  
 Route Group:26

### ADDRESSEE

6230 1 MB 0.425 17-17

  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### Bill Summary

Bill Date	08/07/19
Current Charges	\$993.19
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$993.19

### MAIL PAYMENT TO

  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3979-2 Eagle Landing Parkway Irrigation

Bill Date: 08/07/2019

Customer #: 00229064  
Route #: MC05530018

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
55913599	1.5	08/05/19	35	67130	67728	598
Base Charges (Prepaid)				08/07/19 to 09/05/19		\$51.25
Consumption Charges				Tier 1 58.3 x	1.41	\$82.20
Proration Factor: 1.1667				Tier 2 87.5 x	2.92	\$255.50
				Tier 3 145.9 x	3.79	\$552.96
				Tier 4 306.3 x	4.87	\$1,491.68

Alternative Water Supply Surcharge \$1.03

#### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges				0.0 x	0.00	\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges				Tier 1 0.0 x	0.00	\$0.00
Proration Factor: 0.0000				Tier 2 0.0 x	0.00	\$0.00
				Tier 3 0.0 x	0.00	\$0.00

#### Other Charges

Administrative Fees (Prepaid)						\$0.00
Capacity Fees (Prepaid)						\$0.00
Deposit Interest Refund						\$0.00
Current Charges						\$2,434.62
Previous Balance						\$0.00
Late Charge (If Applicable)						\$0.00
<b>TOTAL AMOUNT DUE</b>						<b>\$2,434.62</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

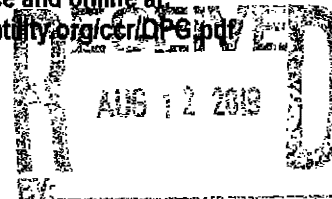
**Conserving Clay Tip 1:** Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

**Conserving Clay Tip 2:** Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$2434.62 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$2365.79 was posted to your account on 07/24/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/DPE.pdf](http://www.clayutility.org/ccr/DPE.pdf)



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3979-2 Eagle Landing Parkway Irrigation

Customer #:00229064  
Route #:MC05530018  
Route Group:26

#### Bill Summary

Bill Date	08/07/19
Current Charges	\$2,434.62
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$2,434.62

#### ADDRESSEE

6231 1 MB 0.425 17-17

|||||  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



#### PAID PAYMENT

|||||  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3965-1 Eagle Landing Parkway Pool Tank

Bill Date: 08/07/2019

Customer #: 00230632  
 Route #: MC05530013

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
74320712	1.5	08/05/19	34	99997	2	5

Base Charges (Prepaid)	08/07/19 to 09/05/19					\$51.25
Consumption Charges	Tier 1	5.0	x	1.89		\$9.45
Proration Factor: 1.1333	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

#### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.22		\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$61.73
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$61.73</b>

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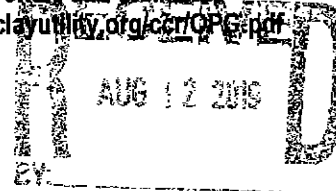
Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$61.73 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$61.73 was posted to your account on 07/24/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at: [www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment

#### Bill Summary



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3965-1 Eagle Landing Parkway Pool Tank

Customer #:00230632  
 Route #:MC05530013  
 Route Group:26

Bill Date	08/07/19
Current Charges	\$61.73
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$61.73

#### ADDRESSEE

6232 1 MB 0.425 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



#### MAIL PAYMENT TO

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-2 Eagle Landing Parkway Irrigation

Bill Date: 08/07/2019

Customer #: 00230638  
Route #: MC05530015

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72741390	1.5	08/05/19	35	267	321	54

Base Charges (Prepaid)	08/07/19 to 09/05/19					\$51.25
Consumption Charges	Tier 1	54.0	x	1.41		\$76.14
Proration Factor: 1.1667	Tier 2	0.0	x	2.92		\$0.00
	Tier 3	0.0	x	3.79		\$0.00
	Tier 4	0.0	x	4.87		\$0.00

Alternative Water Supply Surcharge \$1.03

#### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges	0.0	x		0.00		\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$128.42
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$128.42</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

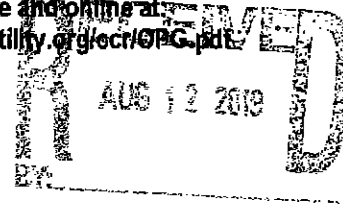
Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$128.42 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$212.09 was posted to your account on 07/24/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at [www.clayutility.org/ccn/OPG.pdf](http://www.clayutility.org/ccn/OPG.pdf)



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3965-2 Eagle Landing Parkway Irrigation

Customer #:00230638  
Route #:MC05530015  
Route Group:26

#### ADDRESSEE

6233 1 MB 0.425 17-17

  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



#### Bill Summary

Bill Date	08/07/19
Current Charges	\$128.42
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$128.42

#### MAIL PAYMENT TO

  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am - 5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-3 Eagle Landing Parkway Pool Tank

Bill Date: 08/07/2019

Customer #: 00230640  
Route #: MC05530016

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535800	1.5	08/05/19	35	11757	11797	40

Base Charges (Prepaid)	08/07/19 to 09/05/19		\$51.25
Consumption Charges	Tier 1 40.0 x	1.89	\$75.60
Proration Factor: 1.1667	Tier 2 0.0 x	0.00	\$0.00
	Tier 3 0.0 x	0.00	\$0.00
	Tier 4 0.0 x	0.00	\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)	\$0.00
Consumption Charges	0.0 x 4.22 \$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1 0.0 x	0.00	\$0.00			
Proration Factor: 0.0000	Tier 2 0.0 x	0.00	\$0.00			
	Tier 3 0.0 x	0.00	\$0.00			

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$127.88
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$127.88</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

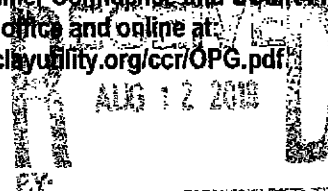
Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$127.88 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$125.99 was posted to your account on 07/24/2019.

Consumer Confidence and UCMRA Reports are available at our office and online at [www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3965-3 Eagle Landing Parkway Pool Tank

Customer #:00230640  
Route #:MC05530016  
Route Group:26

### ADDRESSEE

6234 1 MB 0.425 17-17

  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

Bill Summary	
Bill Date	08/07/19
Current Charges	\$127.88
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$127.88

  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3975 Eagle Landing Parkway Residents Club

Bill Date: 08/07/2019

Customer #: 00230641  
 Route #: MC05530017

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003711	1.5	08/05/19	35	1391	1415	24

Base Charges (Prepaid)	08/07/19 to 09/05/19					\$51.25
Consumption Charges	Tier 1	24.0	x	1.89		\$45.36
Proration Factor: 1.1667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		24.0	x	4.22		\$101.28

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$314.98
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$314.98</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

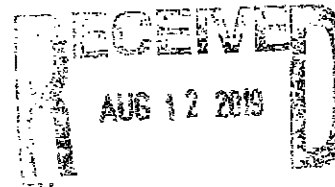
Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$314.98 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$296.65 was posted to your account on 07/24/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment




Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3975 Eagle Landing Parkway Residents Club

Customer #:00230641  
 Route #:MC05530017  
 Route Group:26

### ADDRESSEE

6235 1 MB 0.425 17-17

  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

Bill Date	08/07/19
Current Charges	\$314.98
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$314.98



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3979 Eagle Landing Parkway Athletic Club

Bill Date: 08/07/2019

Customer #: 00230642  
 Route #: MC05530019

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69850354	1.5	08/05/19	35	607	616	9

Base Charges (Prepaid)	08/07/19 to 09/05/19					\$51.25
Consumption Charges	Tier 1	9.0	x	1.89		\$17.01
Proration Factor: 1.1667	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		9.0	x	4.22		\$37.98

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$223.33
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$223.33</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

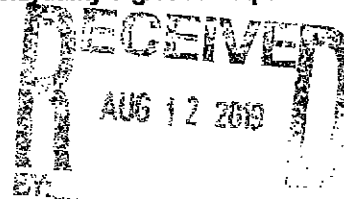
Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$223.33 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$198.89 was posted to your account on 07/24/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3979 Eagle Landing Parkway Athletic Club

Customer #:00230642  
 Route #:MC05530019  
 Route Group:26

### ADDRESSEE

6236 1 MB 0.425 17-17

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

Bill Date	08/07/19
Current Charges	\$223.33
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$223.33

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.dyscalculia.org](http://www.dyscalculia.org)  
Hours: Monday - Friday, 9am-5pm Phone: 904-271-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
Service Address: 3973 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 08/07/2019

Customer #: 00220803  
Route #: MC05530008

## Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage	
Base Charges (Prepaid)			08/07/19 to 09/05/19			\$0.00	
Consumption Charges			Tier 1	0.0	x	0.00	\$0.00
Proration Factor: 0.0000			Tier 2	0.0	x	0.00	\$0.00
			Tier 3	0.0	x	0.00	\$0.00
			Tier 4	0.0	x	0.00	\$0.00

**Life**

Base Charges (Prepaid)				\$0.00
Consumption Charges	0.0	x	0.00	\$0.00

## Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage	
68417690	1.5	08/05/19	35	5046	5091	45	
Base Charges (Prepaid)						\$77.42	
Consumption Charges			Tier 1	45.0	x	0.76	\$34.20
Proration Factor: 1.1667			Tier 2	0.0	x	1.50	\$0.00
			Tier 3	0.0	x	2.26	\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$111.62
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$111.62</b>

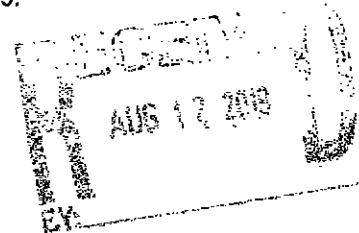
**Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.**

**Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.**

**Conserving Clay Tip 2:** Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

**Please pay \$111.62 by 8/28/2019 to avoid a \$3.00 late fee.  
Make checks payable to CLAY COUNTY UTILITY  
AUTHORITY.**

Your last payment of \$182.81 was posted to your account on 07/24/2019.



**Please return this portion with payment**



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

**SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT**  
**3973 Eagle Landing Parkway Reclaimed Irrigation**

Customer #:00220803  
Route #:MC05530008  
Route Group:26

## ADDRESS

6229 1 MB 0.425 17-17

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**  
**5385 N NOB HILL RD**  
**SUNRISE, FL 33351-4761**



## BM Summary

Bill Date	08/07/19
Current Charges	\$111.62
<b>Current Charges Past Due After</b>	<b>08/28/19</b>
Lend A Helping Hand (If Applicable)	\$0.00
<b>Previous Balance</b>	<b>\$0.00</b>
<b>Total Amount Due</b>	<b>\$111.62</b>

## MAIL PAYMENT

CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.claycountyutility.org](http://www.claycountyutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-271-5999

Customer Name: EAGLE LANDING LIMITED PARTNERSHIP  
Service Address: 1433-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 08/07/2019

Customer #: 00233750  
Route #: MC05530373

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 08/07/19 to 09/05/19 \$0.00						
Consumption Charges						
Proration Factor: 0.0000						
			Tier 1	0.0	x	0.00
			Tier 2	0.0	x	0.00
			Tier 3	0.0	x	0.00
			Tier 4	0.0	x	0.00

#### Sanita

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70067265	.75	08/05/19	35	320	360	40
Base Charges (Prepaid) \$23.26						
Consumption Charges						
Proration Factor: 1.1667						
			Tier 1	25.7	x	0.76
			Tier 2	9.3	x	1.50
			Tier 3	5.0	x	2.26

#### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$68.04						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
TOTAL AMOUNT DUE \$68.04						

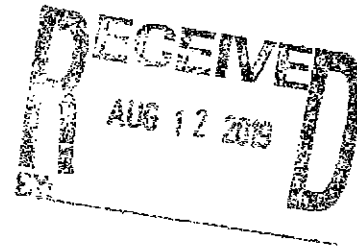
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$68.04 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$80.75 was posted to your account on 07/24/2019.



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

EAGLE LANDING LIMITED PARTNERSHIP

Customer #:00233750

1433-1 Eagle Landing Parkway Reclaimed Irrigation

Route #:MC05530373

Route Group:26

#### ADDRESSEE

6237 1 MB 0.425 17-17



EAGLE LANDING LIMITED PARTNERSHIP  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



#### MAIL PAYMENT TO:

Bill Date	08/07/19
Current Charges	\$68.04
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$68.04



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.claycountyutility.org](http://www.claycountyutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 4108-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 08/07/2019

Customer #: 00235500  
Route #: MC05531950

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 08/07/19 to 09/05/19 \$0.00						
Consumption Charges Tier 1 0.0 x 0.00 \$0.00						
Proration Factor: 0.0000 Tier 2 0.0 x 0.00 \$0.00						
Tier 3 0.0 x 0.00 \$0.00						
Tier 4 0.0 x 0.00 \$0.00						

### Sanitary

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58743726	.75	08/05/19	35	519	577	58
Base Charges (Prepaid) \$23.26						
Consumption Charges Tier 1 25.7 x 0.76 \$19.53						
Proration Factor: 1.1667 Tier 2 9.3 x 1.50 \$13.95						
Tier 3 23.0 x 2.26 \$51.98						

### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$108.72						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
TOTAL AMOUNT DUE \$108.72						

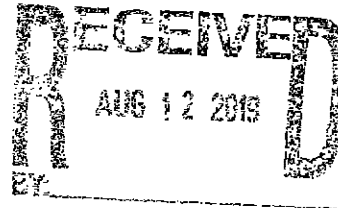
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$108.72 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$141.77 was posted to your account on 07/24/2019.



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
4108-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00235500  
Route #:MC05531950  
Route Group:26

### ADDRESSEE

6238 1 MB 0.425 17-17

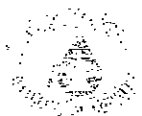
  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

Bill Date	08/07/19
Current Charges	\$108.72
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$108.72

  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at www.ccuau.org  
 Hours: Monday - Friday, 8am-5pm; Sat: 9am-12pm; Sun: 9am-12pm

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3924-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 08/07/2019

Customer #: 00213095  
 Route #: MC05530000

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)	08/07/19 to 09/05/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
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Base Charges (Prepaid)						\$77.42
Consumption Charges	Tier 1	87.5	x	0.76	\$66.50	
Proration Factor: 1.1667	Tier 2	29.2	x	1.50	\$43.80	
	Tier 3	72.3	x	2.26	\$163.40	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$351.12
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$351.12</b>

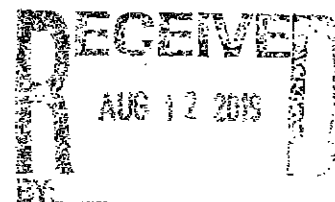
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$351.12 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$969.29 was posted to your account on 07/24/2019.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

Bill Date	08/07/19
Current Charges	\$351.12
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$351.12

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3924-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213095  
 Route #:MC05530000  
 Route Group:26

6351 1 MB 0.425 20-19

|||||  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



|||||  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.claycounty.org](http://www.claycounty.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 352-372-3999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3988-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 08/07/2019

Customer #: 00213119  
 Route #: MC05530624

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 08/07/19 to 09/05/19 \$0.00						
Consumption Charges						
Proration Factor: 0.0000						
			Tier 1	0.0 x	0.00	\$0.00
			Tier 2	0.0 x	0.00	\$0.00
			Tier 3	0.0 x	0.00	\$0.00
			Tier 4	0.0 x	0.00	\$0.00

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
56081900	1.5	08/05/19	35	10556	10601	45
Base Charges (Prepaid) \$77.42						
Consumption Charges						
Proration Factor: 1.1667						
			Tier 1	45.0 x	0.76	\$34.20
			Tier 2	0.0 x	1.50	\$0.00
			Tier 3	0.0 x	2.26	\$0.00

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$111.62
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$111.62</b>

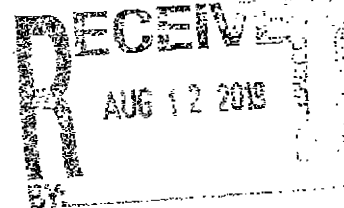
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$111.62 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$164.73 was posted to your account on 07/24/2019.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3988-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213119  
 Route #:MC05530624  
 Route Group:26

Bill Date	08/07/19
Current Charges	\$111.62
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$111.62

6352 1 MB 0.425 20-19

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.claycounty.org](http://www.claycounty.org)  
 Hours: Monday - Friday 8am-5pm Phone: 904-272-5899

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3968-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 08/07/2019

Customer #: 00215602  
 Route #: MC05530632

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	08/07/19 to 09/05/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00	\$0.00	

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$123.86
Consumption Charges	Tier 1	55.0	x	0.76	\$41.80	
Proration Factor: 1.1667	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$165.66
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$165.66</b>

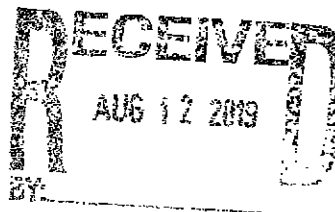
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$165.66 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$214.94 was posted to your account on 07/24/2019.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3968-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00215602  
 Route #:MC05530632  
 Route Group:26

6353 1 MB 0.425 20-19

1170-4  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



Bill Date	08/07/19
Current Charges	\$165.66
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$165.66

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

CCUA-1170-4

1170-8/7/2019006333

00215602 3 MC05530632 0000016566 00000000 08282019 0 0



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE CDD  
Service Address: 1294 Autumn Pines Drive

Bill Date: 08/07/2019

Customer #: 00556739  
Route #: KS05553657

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				08/07/19 to 09/05/19		\$0.00
Consumption Charges				Tier 1 0.0 x	0.00	\$0.00
Proration Factor: 0.0000				Tier 2 0.0 x	0.00	\$0.00
				Tier 3 0.0 x	0.00	\$0.00
				Tier 4 0.0 x	0.00	\$0.00

#### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges				0.0 x	0.00	\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69806737	.75	08/05/19	35	354	366	12
Base Charges (Prepaid)						\$23.26
Consumption Charges				Tier 1 12.0 x	0.76	\$9.12
Proration Factor: 1.1667				Tier 2 0.0 x	1.50	\$0.00
				Tier 3 0.0 x	2.26	\$0.00

#### Other Charges

Administrative Fees (Prepaid)						\$0.00
Capacity Fees (Prepaid)						\$0.00
Deposit Interest Refund						\$0.00
Current Charges						\$32.38
Previous Balance						\$0.00
Late Charge (If Applicable)						\$0.00
TOTAL AMOUNT DUE						\$32.38

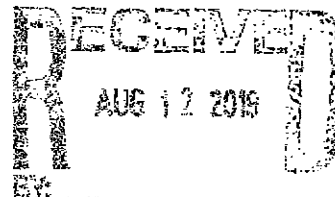
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

Conserving Clay Tip 1: Irrigate before 10am and after 4pm when temperatures are lower to reduce evaporation loss. This also allow more water to penetrate the soil, promoting healthier root systems.

Conserving Clay Tip 2: Collect water in a rain barrel to water your plants and flowers. Rain water does not contain hard minerals so it's better for your plants and it's free so it's better for your budget.

Please pay \$32.38 by 8/28/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$30.86 was posted to your account on 07/24/2019.



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE CDD

Customer #:00556739

1294 Autumn Pines Drive

Route #:KS05553657

Route Group:27

#### ADDRESSEE

6246 1 MB 0.425 17-17



SOUTH VILLAGE CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



#### MAIL PAYMENT TO

Bill Date	08/07/19
Current Charges	\$32.38
Current Charges Past Due After	08/28/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$32.38



CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 08/06/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
6474431	EAGLE LANDING LIMITED PARTNSP	4045 EAGLE CROSSING DR # 2 IRRIG AND LIGHTS	152043187	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	07/02/2019	08/01/2019	09/02/19	466	718	252	30	8
					Aug 2018	221	30	7

Previous Statement Balance

55.00

07/24/2019 Payment Received - Thank You

55.00CR

Previous Balance

\$ 0.00

Current Charges Billed 08/06/2019

Energy

20.49

Access Charge

23.00

Power Cost Adjustment .01740 X 252 KWH

4.38

FLA Gross Receipts Tax

1.23

Florida State Sales Tax

3.41

Clay Co Public Ser Utility Tax

1.62

Clay County Sales Tax

0.49

Operation Round Up

0.38

Current Charges Due on 08/20/2019

\$ 55.00

Total Amount Due

\$ 55.00

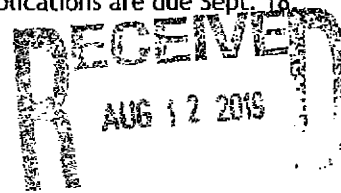
Non-Taxable Fuel Amount @ .02908/KWH -\$7.33

Government Taxes/Fees are not imposed by Clay Electric

\$ 6.75

If you are an adult going back to school, apply for our \$1,500 Back to Your Future Scholarship! The criteria and applications are available online at ClayElectric.com. Applications are due Sept. 18.

31.32 430



Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

6256

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
6474431	
Phone Number	
(904) 637-0648	
Phone Correction	\$
	Payment Amount
Return this coupon with your payment	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



77154-7A\*28\*6256\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges

\$ 55.00

Due Date 08/20/2019

Total Amount Due

\$ 55.00

06474431

0000055004

00014275

**Eagle Landing  
SECURITY INVOICE AUGUST 1-15, 2019**

08/15/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	08/05/19	1645	2145	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$150.00 13
Eagle Landing	08/07/19	1800	2300	5.00	\$30.00	\$150.00	RUDDOLPH JACKSON	\$150.00 142
Eagle Landing	08/09/19	1800	2300	5.00	\$30.00	\$150.00		
Eagle Landing	08/13/19	1800	2300	5.00	\$30.00	\$150.00	RYAN LUNSFORD	\$300.00 12
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				20.00	\$5.00		Clay County Sheriff's Office	\$100.00 45
Invoice total								\$700.00

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

8/15/19 8:59 AM

# Grau and Associates

951 W. Yamato Road, Suite 280  
Boca Raton, FL 33431-  
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

South Village Community Development District  
5385 N Nob Hill Road  
Sunrise, FL 33351

Invoice No. 18592  
Date 08/07/2019

## SERVICE

## AMOUNT

Arbitrage Series 2016A-1, 2016A-2, and 2016A-3 FYE 05/31/2019

\$ 1,800.00

Current Amount Due

\$ 1,800.00

Arbitrage Rebate Repnts Op

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,800.00	0.00	0.00	0.00	0.00	1,800.00

Payment due upon receipt.



**The Lake Doctors, Inc.**  
Aquatic Management Services

3543 State Road 419, Winter Springs, FL 32789  
PH: 202-625-6255

# INVOICE

Invoice #	456032
Account #	713231
Invoice Date	6/1/2019
Due Date	6/15/2019
Rep	2737

Invoice Questions:  
[Lakes@lakedoctors.com](mailto:Lakes@lakedoctors.com)  
Payment Questions:  
[Payments@lakedoctors.com](mailto:Payments@lakedoctors.com)

TO: SOUTHERN VILLAGE CND  
C/O  
475 WEST TOWN PLACE  
SUITE 114  
ST. AUGUSTINE, FL 32086

P.O. Box

Terms

NET 15 DAYS

Invoice Date Reflects Date of Service Provided

Item

Description

Amount

Monthly Lake Maintenance

\$3,366.00

*General Fund  
Lake Maint-Contract  
\$3,366.00*

*North Fazio*

6-6-19

**Customer Total Balance \$6,366.00**

Total Invoice

\$6,366.00

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

TO:

SOUTHERN VILLAGE CND  
C/O  
475 WEST TOWN PLACE  
SUITE 114  
ST. AUGUSTINE, FL 32086

Amount Enclosed

Invoice #

456032

Account #

713231

Date

6/1/2019

Go Credit Card as an Payment@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at [FrontDesk@lakedoctors.com](mailto:FrontDesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32789



IF PAYING BY CREDIT CARD, FILL OUT BELOW  
\_\_\_\_ Mastercard \_\_\_\_ Visa \_\_\_\_ American Express  
Card # \_\_\_\_\_  
Card Verification # \_\_\_\_\_  
Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Print Name \_\_\_\_\_  
Billing Address \_\_\_\_\_ Check box if same as above  
\_\_\_\_\_  
Signature \_\_\_\_\_



3543 State Road 419, Winter Springs, FL 32708  
PH: 800-466-5253

# INVOICE

Invoice #	448337
Account #	719371
Invoice Date	8/1/2019
Due Date	8/11/2019
Rep	ERW

Bill To

SOUTH VILLAGE CDD  
GMS  
475 WEST TOWN PLACE  
SUITE 114  
ST. AUGUSTINE, FL 32092

Invoice Questions:  
[Lakes@lakedoctors.com](mailto:Lakes@lakedoctors.com)  
Payment Questions:  
[Payments@lakedoctors.com](mailto:Payments@lakedoctors.com)

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 15 DAYS	
Item	Description	Amount
	Monthly Water Mgmt Serv-R	2,166.00
<p><i>General Fund Lake Contract \$2,166.00</i></p>		
<b>Customer Total Balance \$4,332.00</b>		
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		<b>Total Invoice \$2,166.00</b>

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To

SOUTH VILLAGE CDD  
GMS  
475 WEST TOWN PLACE  
SUITE 114  
ST. AUGUSTINE, FL 32092

Amount Enclosed

Invoice #	448337
Account #	719371
Date	8/1/2019

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW

\_\_\_\_ Mastercard \_\_\_\_ Visa \_\_\_\_ American Express

Card # \_\_\_\_\_

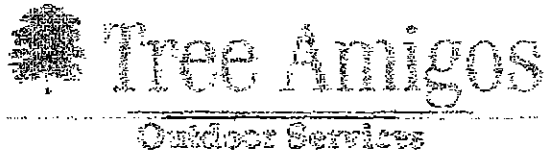
Card Verification # \_\_\_\_\_

Exp. Date # \_\_\_\_\_

Print Name \_\_\_\_\_

Billing Address: \_\_\_\_\_ Check box if same as above \_\_\_\_\_

Signature \_\_\_\_\_



## Invoice

Invoice#: 11866

Date: 07/31/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** Eagle Landing  
2105 Harbor Lake Drive  
Fleming Island FL 32003

---

Description	Quantity	Price	Ext Price
July Monthly Landscaping Maintenance Services	1.00	12,582.34	12,582.34

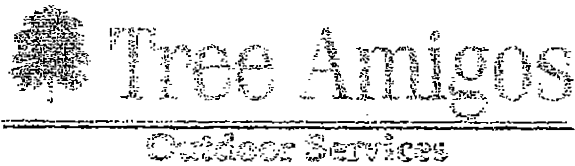
**Notes:**

THANK YOU FOR YOUR BUSINESS!

**Invoice Total: \$12,582.34**

*General Fund  
Landscape-Contract  
\$12,582.34*

A handwritten signature in black ink, appearing to be "J. Smith", is written over the bottom right of the handwritten text.



## Invoice

Invoice#: 11690

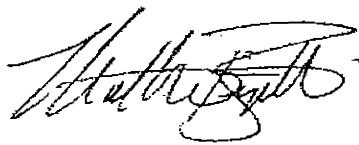
Date: 06/17/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** 3989 Eagle Landing Parkway  
Orange Park FL 32065

Description	Quantity	Price	Ext Price
Replaced hunter node battery controller	1.00	195.00	195.00
Notes:			
		Invoice Total:	\$195.00

General Fund  
Landscape-Contingency  
\$195.00

  
8.8.19



76-3202101



## Invoice

Invoice#: 11628

Date: 05/31/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** Eagle Landing  
2105 Harbor Lake Drive  
Fleming Island FL 32003

Description	Quantity	Price	Ext Price
May Landscaping Maintenance Services	1.00	12,582.34	12,582.34

**Notes:**

THANK YOU FOR YOUR BUSINESS!

**Invoice Total: \$12,582.34**

*General Fund  
Landscape - Contract*

*\$12,582.34*

*[Signature]*  
6.6.19

*[Signature]*



## Invoice

Invoice#: 11921

Date: 08/07/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** Eagle Landing O/S  
3989 Eagle Landing Parkway

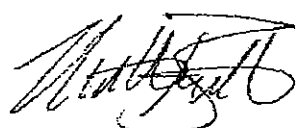
Orange Park FL 32065

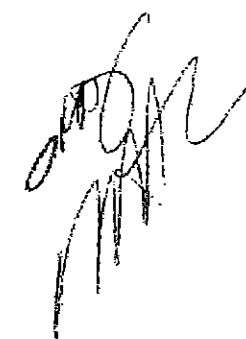
Description	Quantity	Price	Ext Price
Install 3 gl. Loropetalum at the Quail Hollow neighborhood sign	6.00	17.50	105.00

**Notes:**

Invoice Total: \$105.00

General Fund  
Landscape Contingency  
\$105.00

  
8.8.19





Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

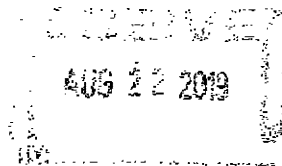
772/461-6120 // 461-1155  
FAX: 772/468-9278

*SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
475 WEST TOWN PL, STE 114  
ST. AUGUSTINE, FL 32092*

Invoice No. 346434  
Date 08/19/2019  
Client No. 20151

Services rendered in connection with the audit of the Basic Financial Statements  
as of and for the year ended September 30, 2018.

Total Invoice Amount \$ 6,750.00



163

Please enter client number on your check.  
Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member FICPA



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 08/12/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
*5875489	EAGLE LANDING LIMITED PARTNSP		3935 EAGLE LANDING # 1 WATERFALL & LIGHTS			152191563	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	07/09/2019	08/07/2019	09/09/19	20776	31559 Aug 2018	10783 542	29 30	372 18

Previous Statement Balance

1,502.00

08/12/2019 Payment Received - Thank You

1,502.00CR

Previous Balance

\$ 0.00

Current Charges Billed 08/12/2019

08/05/2019 Late Fee

75.10

Energy

876.66

Access Charge

23.00

Power Cost Adjustment .01740 X 10783

187.62

FLA Gross Receipts Tax

27.86

Florida State Sales Tax

77.50

Clay Co Public Ser Utility Tax

30.95

Clay County Sales Tax

11.15

Operation Round Up

0.26

Current Charges Due on 08/26/2019

\$ 1,310.10

Total Amount Due

\$ 1,310.10

Non-Taxable Fuel Amount @ .02908/KWH -\$313.57

Government Taxes/Fees are not imposed by Clay Electric

\$ 147.46

If you are an adult going back to school, apply for our \$1,500 Back to Your Future Scholarship! The criteria and applications are available online at ClayElectric.com. Applications are due Sept. 18.

31

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

---Tear Here---

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

7572

Keystone Heights, Florida 32656-0308

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*5875489	
Phone Number	
(904) 637-0648	
Phone Correction	\$
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

77154-13A\*32\*7572\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges

\$ 1,310.10

Due Date 08/26/2019

Total Amount Due

\$ 1,310.10

05875489

0001310101

00016645



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 08/12/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
5929377	EAGLE LANDING LIMITED PARTNSP	3935 EAGLE LANDING # 2 LANDSCAPE LIGHTS	152191565	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	07/09/2019	08/07/2019	09/09/19	822	1270	448	29	15
					Aug 2018	778	30	26

Previous Statement Balance

86.00

08/12/2019 Payment Received - Thank You

86.00CR

Previous Balance

\$ 0.00

Current Charges Billed 08/12/2019

08/05/2019 Late Fee

5.00

Energy

36.42

Access Charge

23.00

Power Cost Adjustment .01740 X 448 KWH

7.80

FLA Gross Receipts Tax

1.72

Florida State Sales Tax

4.79

Clay Co Public Ser Utility Tax

2.17

Clay County Sales Tax

0.69

Operation Round Up

0.41

Current Charges Due on 08/26/2019

\$ 82.00

Total Amount Due

\$ 82.00

Non-Taxable Fuel Amount @ .02908/KWH -\$13.03

Government Taxes/Fees are not imposed by Clay Electric

\$ 9.37

If you are an adult going back to school, apply for our \$1,500 Back to Your Future Scholarship! The criteria and applications are available online at ClayElectric.com. Applications are due Sept. 18.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**  
 P.O. Box 308  
 Keystone Heights, Florida 32656-0308

7572

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
5929377	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

77154-13A\*32\*7572\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges \$ 82.00  
 Due Date 08/26/2019  
 Total Amount Due \$ 82.00

05929377 0000082008

**HADDEN ENGINEERING, INC.**

POST OFFICE BOX 9509  
FLEMING ISLAND, FL 32006  
(904) 269-9999

**Invoice**

DATE	INVOICE #
8/21/2019	5889


BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
July 24 - August 20, 2019

PROJECT NO.	PROJECT
HEI-14201	SVCDD

DESCRIPTION	HOURS	RATE	AMOUNT
SOUTH VILLAGE CDD ENGINEER			
Engineering Services	4	125.00	500.00
- SVCDD Conference Call			
- SVCDD Meeting on 8/06/19	98		
<i>Invoice Due and Payable Upon Receipt</i>		<b>Total</b>	<b>\$500.00</b>

THANK YOU FOR YOUR BUSINESS!



# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

August 30, 2019

South Village Community Development District  
c/o Jim Oliver, District Manager  
GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 109646  
Billed through 07/31/2019

### General Counsel

SVCDD 00001 KSB

### FOR PROFESSIONAL SERVICES RENDERED

13

07/01/19	KSB	Confer with district manager.	0.50 hrs
07/02/19	KSB	Prepare for and attend board meeting; review proposed offer to purchase common element.	3.30 hrs
07/02/19	MKR	Prepare fiscal year 2019-2020 budget documents.	0.50 hrs
07/03/19	KSB	Review issues related to bidding purchase of golf carts; perform meeting follow up.	1.20 hrs
07/08/19	KEM	Prepare mailed and published assessment notices.	0.30 hrs
07/10/19	KEM	Prepare mailed and published assessment notices.	0.50 hrs
07/12/19	KSB	Review proposed revisions to FAQs.	0.30 hrs
07/12/19	KEM	Prepare mailed and published notices; confer with newspaper regarding publication.	0.80 hrs
07/15/19	KEM	Confer with newspaper regarding assessment publication; prepare frequently asked questions.	0.40 hrs
07/17/19	KEM	Review proof of publication of notice of assessments.	0.10 hrs
07/25/19	KSB	Perform meeting follow up.	0.30 hrs
07/25/19	MKR	Research whether board members can use proxies to participate in board meetings.	0.70 hrs
07/25/19	KEM	Prepare appropriation resolution, assessment resolution and direct collect agreements.	0.60 hrs
07/30/19	KSB	Prepare for and attend agenda call; review appropriation and assessment resolution.	1.80 hrs
07/30/19	KEM	Confer with district manager regarding appropriation and assessment resolutions; prepare and send resolution adopting amenity rates.	0.30 hrs

07/31/19 MCE Research new law regarding new definition of "home address" and property appraiser objections to confidential information in assessment rolls; prepare memorandum to district manager regarding same. 0.10 hrs

07/31/19 KEM Prepare frequently asked questions form. 0.10 hrs

Total fees for this matter \$2,239.50

**DISBURSEMENTS**

Pacer On-Line Legal Service 4.00

Total disbursements for this matter \$4.00

**MATTER SUMMARY**

Ibarra, Katherine E. - Paralegal	3.10 hrs	125 /hr	\$387.50
Buchanan, Katie S.	7.40 hrs	215 /hr	\$1,591.00
Eckert, Michael C.	0.10 hrs	270 /hr	\$27.00
Rigoni, Michelle K.	1.20 hrs	195 /hr	\$234.00

TOTAL FEES \$2,239.50

TOTAL DISBURSEMENTS \$4.00

**TOTAL CHARGES FOR THIS MATTER \$2,243.50**

**BILLING SUMMARY**

Ibarra, Katherine E. - Paralegal	3.10 hrs	125 /hr	\$387.50
Buchanan, Katie S.	7.40 hrs	215 /hr	\$1,591.00
Eckert, Michael C.	0.10 hrs	270 /hr	\$27.00
Rigoni, Michelle K.	1.20 hrs	195 /hr	\$234.00

TOTAL FEES \$2,239.50

TOTAL DISBURSEMENTS \$4.00

**TOTAL CHARGES FOR THIS BILL \$2,243.50**

**Please include the bill number on your check.**



3543 State Road 419, Winter Springs, FL 32708  
PH: 800-666-5253

# INVOICE

Invoice #	454397
Account #	719371
Invoice Date	9/1/2019
Due Date	9/11/2019
Rep	ERW

<b>Bill To</b>
SOUTH VILLAGE CDD GMS 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092

Invoice Questions: <a href="mailto:Lakes@lakedoctors.com">Lakes@lakedoctors.com</a> Payment Questions: <a href="mailto:Payments@lakedoctors.com">Payments@lakedoctors.com</a>
--

Purchase Order Number	Terms	Invoice Date Reflects Month of Service Provided
	NET 10 DAYS	
Item	Description	Amount
	Monthly Water Mgmt Serv-R	2,166.00
<i>General Fund Lake Maint. 2,166.00 9.5.19 Customer Total Balance \$2,166.00</i>		
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		<b>Total Invoice \$2,166.00</b>

To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit [www.lakedoctors.com](http://www.lakedoctors.com) for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

<b>Bill To</b>
SOUTH VILLAGE CDD GMS 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092

Amount Enclosed

Invoice #	454397
Account #	719371
Date	9/1/2019

Go Green! Contact us at [Payments@lakedoctors.com](mailto:Payments@lakedoctors.com) to have your invoices emailed.

For address and contact updates, please email us at [Frontdesk@lakedoctors.com](mailto:Frontdesk@lakedoctors.com).

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, FL 32708



IF PAYING BY CREDIT CARD, FILL OUT BELOW	
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa <input type="checkbox"/> American Express
Card #	
Card Verification #	
Exp. Date #	
Print Name	
Billing Address:	<input type="checkbox"/> Check box if same as above
Signature	



QUANTUM  
SURGE  
BUSINESS SOLUTIONS

JUDE BARWIG  
(904) 629-1182

August 31, 2019

INVOICE 2019-8003

To: South Village CDD  
Honours Golf

DESCRIPTION:	PRICE:
Services for August 2019: August 1 thru August 31, 2019 – 30 hours per Proposal (Actual Hours worked – 32)	\$ 1,200.00
	\$ 1,200.00
	3

*Invoice payable within 30 days of Invoice Date.*

*Payment to:*

Quantum Surge Business  
c/o Jude Barwig  
3420 Earhart Road  
Mount Juliet, TN 37122

*judebarwig@gmail.com*

9/700  
GF share  
144, 32-490



# Tree Amigos

## Outdoor Services

### Invoice

Invoice#: 11983

Date: 08/30/2019

**Billed To:** South Village CDD  
3989 Eagle Landing Pkwy  
Orange Park FL 32065

**Project:** Eagle Landing  
2105 Harbor Lake Drive  
Fleming Island FL 32003

---

Description	Quantity	Price	Ext Price
Aug Monthly Landscaping Maintenance Services	1.00	12,582.34	12,582.34

**Notes:**

THANK YOU FOR YOUR BUSINESS!

**Invoice Total: \$12,582.34**

*General Fund  
Landscape - Contract  
\$12,582.34*

*Auth. [Signature]  
9.5.19*



Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 5437280  
Account Number: 255288000  
Invoice Date: 07/25/2019  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

SOUTH VILLAGE COMMUNITY DEVLPMT DIST  
ATTN DISTRICT MANAGER  
5385 N NOB HILL RD  
SUNRISE FL 33351

SOUTH VILLAGE 2016A1/A2

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

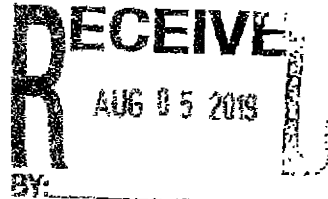
STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$8,384.54

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

SOUTH VILLAGE 2016A1/A2

Invoice Number: 5437280  
Account Number: 255288000  
Current Due: \$8,384.54  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

Wire Instructions:

U.S. Bank  
ABA # 091000022  
Acct # 1-801-5013-5135  
Trust Acct # 255288000  
Invoice # 5437280  
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





Corporate Trust Services  
EP-MN-WN3L  
80 Livingston Ave.  
St. Paul, MN 55107

3/3

Invoice Number: 5437280  
Invoice Date: 07/25/2019  
Account Number: 255288000  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

SOUTH VILLAGE 2016A1/A2

Accounts Included	255288000	255288001	255288002	255288003	255288004	255288005
In This Relationship:	255288006	255288007	255288008	255288009	255288012	255288013

**CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP**

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	7,781.48	100.00%	\$7,781.48
<b>Subtotal Administration Fees - In Advance 07/01/2019 - 06/30/2020</b>				<b>\$7,781.48</b>
Incidental Expenses	7,781.48	0.0775		\$603.06
<b>Subtotal Incidental Expenses</b>				<b>\$603.06</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$8,384.54</b>



## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Aug-19
00213095	3924-1 Eagle Landing Pkwy	\$	119.98
00213119	3988-1 Eagle Landing Parkway	\$	90.34
00215602	3968-1 Eagle Landing Parkway	\$	137.54
00220803	3973 Eagle Landing Parkway	\$	88.06
00222067	3989 Eagle Landing Parkway	\$	498.28
00229064	3979-2 Eagle Landing Parkway	\$	2,341.44
00230632	3965-1 Eagle Landing Parkway	\$	57.95
00230638	3965-2 Eagle Landing Parkway	\$	59.33
00230640	3965-3 Eagle Landing Parkway	\$	114.65
00230641	3975 Eagle Landing Parkway	\$	394.41
00230642	3979 Eagle Landing Parkway	\$	192.78
00235500	4108-1 Eagle Landing Parkway Irr	\$	27.82
00233750	1433-1 Eagle Landing Parkway	\$	27.06
00502768	2180 Club Lake Drive Reclaimed Irr	\$	16.24
00556739	1294 Autumn Pines Drive	\$	23.26
	Vendor #38	\$	4,189.14
	001.320.57200.43100		

## South Village CDD

### Utility Schedule

#### Clay County Utility Authority

Account #	Service Address		Aug-19
00213095	3924-1 Eagle Landing Pkwy	\$	119.98
00213119	3988-1 Eagle Landing Parkway	\$	90.34
00215602	3968-1 Eagle Landing Parkway	\$	137.54
00220803	3973 Eagle Landing Parkway	\$	88.06
00222067	3989 Eagle Landing Parkway	\$	498.28
00229064	3979-2 Eagle Landing Parkway	\$	2,341.44
00230632	3965-1 Eagle Landing Parkway	\$	57.95
00230638	3965-2 Eagle Landing Parkway	\$	59.33
00230640	3965-3 Eagle Landing Parkway	\$	114.65
00230641	3975 Eagle Landing Parkway	\$	394.41
00230642	3979 Eagle Landing Parkway	\$	192.78
00235500	4108-1 Eagle Landing Parkway Irr	\$	27.82
00233750	1433-1 Eagle Landing Parkway	\$	27.06
00502768	2180 Club Lake Drive Reclaimed Irr	\$	16.24
00556739	1294 Autumn Pines Drive	\$	23.26
	Vendor #38	\$	4,189.14
	001.320.57200.43100		



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday: 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3973 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 09/05/2019

Customer #: 00220803  
 Route #: MC05530008

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 09/05/19 to 10/04/19 \$0.00						
Consumption Charges Tier 1 0.0 x 0.00 \$0.00						
Proration Factor: 0.0000 Tier 2 0.0 x 0.00 \$0.00						
Tier 3 0.0 x 0.00 \$0.00						
Tier 4 0.0 x 0.00 \$0.00						

### Sewer

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
68417690	1.5	09/01/19	27	5091	5105	14
Base Charges (Prepaid) \$77.42						
Consumption Charges Tier 1 14.0 x 0.76 \$10.64						
Proration Factor: 0.9000 Tier 2 0.0 x 1.50 \$0.00						
Tier 3 0.0 x 2.26 \$0.00						

### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$88.06						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
<b>TOTAL AMOUNT DUE \$88.06</b>						

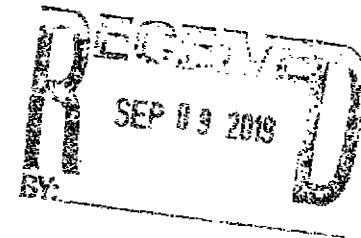
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$88.06 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$111.62 was posted to your account on 08/23/2019.



Please return this portion with payment

### Bill Summary



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

Bill Date	09/05/19
Current Charges	\$88.06
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$88.06

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3973 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00220803  
 Route #:MC05530008  
 Route Group:26

### ADDRESSEE

### MAIL PAYMENT TO

6247 1 MB 0.425 21-18

  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5599

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3968-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 09/05/2019

Customer #: 00215602  
 Route #: MC05530632

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

#### Sewer

Base Charges (Prepaid)				\$0.00
Consumption Charges	0.0	x	0.00	\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
48011409	2	09/01/19	27	738	756	18
Base Charges (Prepaid)						\$123.86
Consumption Charges	Tier 1	18.0	x	0.76	\$13.68	
Proration Factor: 0.9000	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$137.54
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$137.54</b>

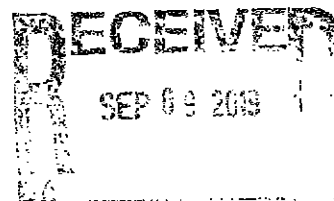
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Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$137.54 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$165.66 was posted to your account on 08/23/2019.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3968-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00215602  
 Route #:MC05530632  
 Route Group:26

#### ADDRESSEE:

6377 1 MB 0.425 22-19

|||||  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



#### MAIL PAYMENT TO:

Bill Date	09/05/19
Current Charges	\$137.54
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$137.54

|||||  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.claycounty.org](http://www.claycounty.org)  
Hours: Monday - Friday, 9am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 4108-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 09/05/2019

Customer #: 00235500  
Route #: MC05531950

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 09/05/19 to 10/04/19 \$0.00						
Consumption Charges						
			Tier 1	0.0	x	0.00
			Tier 2	0.0	x	0.00
			Tier 3	0.0	x	0.00
			Tier 4	0.0	x	0.00

### Sewer

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58743726	.75	09/01/19	27	577	583	6
Base Charges (Prepaid) \$23.26						
Consumption Charges						
			Tier 1	6.0	x	0.76
			Tier 2	0.0	x	1.50
			Tier 3	0.0	x	2.26

### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$27.82						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
TOTAL AMOUNT DUE						\$27.82

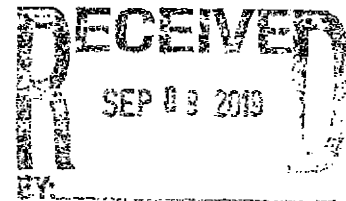
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$27.82 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$108.72 was posted to your account on 08/23/2019.



Please return this portion with payment

### Bill Summary

Bill Date	09/05/19
Current Charges	\$27.82
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$27.82



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
4108-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00235500  
Route #:MC05531950  
Route Group:26

### ADDRESSEE

6256 1 MB 0.425 21-18

  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO:

  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-271-5999

Customer Name: EAGLE LANDING LIMITED PARTNERSHIP

Bill Date: 09/05/2019

Customer #: 00233750  
 Route #: MC05530373

Service Address: 1433-1 Eagle Landing Parkway Reclaimed Irrigation

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)				09/05/19 to 10/04/19		\$0.00
Consumption Charges				Tier 1 0.0 x	0.00	\$0.00
Proration Factor: 0.0000				Tier 2 0.0 x	0.00	\$0.00
				Tier 3 0.0 x	0.00	\$0.00
				Tier 4 0.0 x	0.00	\$0.00

### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges				0.0 x	0.00	\$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70067265	.75	09/01/19	27	360	365	5
Base Charges (Prepaid)						\$23.26
Consumption Charges				Tier 1 5.0 x	0.76	\$3.80
Proration Factor: 0.9000				Tier 2 0.0 x	1.50	\$0.00
				Tier 3 0.0 x	2.26	\$0.00

### Other Charges

Administrative Fees (Prepaid)						\$0.00
Capacity Fees (Prepaid)						\$0.00
Deposit Interest Refund						\$0.00
Current Charges						\$27.06
Previous Balance						\$0.00
Late Charge (If Applicable)						\$0.00
<b>TOTAL AMOUNT DUE</b>						<b>\$27.06</b>

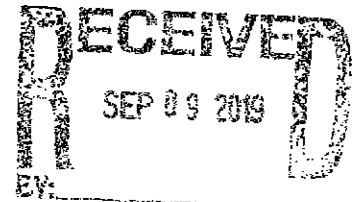
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The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$27.06 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$68.04 was posted to your account on 08/23/2019.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

EAGLE LANDING LIMITED PARTNERSHIP

Customer #:00233750

1433-1 Eagle Landing Parkway Reclaimed Irrigation

Route #:MC05530373

Route Group:26

### ADDRESSEE

6255 1 MB 0.425 21-18

EAGLE LANDING LIMITED PARTNERSHIP  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

Bill Date	09/05/19
Current Charges	\$27.06
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$27.06

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 352-272-5999

Customer Name: SOUTH VILLAGE CDD

Bill Date: 09/05/2019

Customer #: 00556739  
 Route #: KS05553657

Service Address: 1294 Autumn Pines Drive

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 09/05/19 to 10/04/19 \$0.00						
Consumption Charges Tier 1 0.0 x 0.00 \$0.00						
Proration Factor: 0.0000 Tier 2 0.0 x 0.00 \$0.00						
Tier 3 0.0 x 0.00 \$0.00						
Tier 4 0.0 x 0.00 \$0.00						

### Sewer

Base Charges (Prepaid)	\$0.00
Consumption Charges	0.0 x 0.00 \$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69806737	.75	09/01/19	27	366	366	0
Base Charges (Prepaid) \$23.26						
Consumption Charges Tier 1 0.0 x 0.76 \$0.00						
Proration Factor: 0.9000 Tier 2 0.0 x 1.50 \$0.00						
Tier 3 0.0 x 2.26 \$0.00						

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$23.26
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$23.26</b>

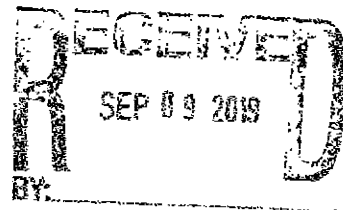
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Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$23.26 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$32.38 was posted to your account on 08/23/2019.



Please return this portion with payment

### Bill Summary

Bill Date	09/05/19
Current Charges	\$23.26
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$23.26



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE CDD

Customer #:00556739

1294 Autumn Pines Drive

Route #:KS05553657

Route Group:27

### ADDRESSEE

### MAIL PAYMENT TO:

6264 1 MB 0.425 21-18



SOUTH VILLAGE CDD  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

CCUA-1170-4

1170-9/3/2019006264

00556739 6 KS05553657 0000002326 0000000 09262019 0 0



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.claycounty.org](http://www.claycounty.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE CDD

Bill Date: 09/05/2019

Customer #: 00502768  
 Route #: MC05531542

Service Address: 2180 Club Lake Drive Reclaimed Irrigation

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 09/05/19 to 10/04/19 \$0.00						
Consumption Charges						
				Tier 1 0.0 x	0.00	\$0.00
				Tier 2 0.0 x	0.00	\$0.00
				Tier 3 0.0 x	0.00	\$0.00
				Tier 4 0.0 x	0.00	\$0.00
Proration Factor: 0.0000						

### Sewer

Base Charges (Prepaid) \$0.00						
Consumption Charges 0.0 x 0.00 \$0.00						

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
82790894	.625	09/01/19	27	403	404	1
Base Charges (Prepaid) \$15.48						
Consumption Charges						
				Tier 1 1.0 x	0.76	\$0.76
				Tier 2 0.0 x	1.50	\$0.00
				Tier 3 0.0 x	2.26	\$0.00
Proration Factor: 0.9000						

### Other Charges

Administrative Fees (Prepaid) \$0.00						
Capacity Fees (Prepaid) \$0.00						
Deposit Interest Refund \$0.00						
Current Charges \$16.24						
Previous Balance \$0.00						
Late Charge (If Applicable) \$0.00						
<b>TOTAL AMOUNT DUE</b>						<b>\$16.24</b>

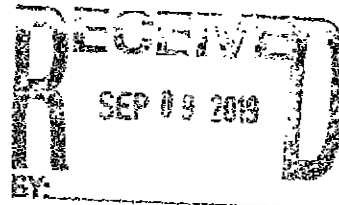
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The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$16.24 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$24.60 was posted to your account on 08/23/2019.



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE CDD

Customer #:00502768

2180 Club Lake Drive Reclaimed Irrigation

Route #:MC05531542

Route Group:26

### ADDRESSEE

6262 1 MB 0.425 21-18



SOUTH VILLAGE CDD  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### MAIL PAYMENT TO

Bill Date	09/05/19
Current Charges	\$16.24
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$16.24

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

CCUA-1170-4

1170-9/3/2019006262

00502768 4 MC05531542 0000001624 00000000 09262019 0 0



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-372-5299

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3989 Eagle Landing Parkway

Bill Date: 09/05/2019

Customer #: 00222067  
Route #: MC05530012

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
71814243	1.5	09/01/19	27	8330	8384	54

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	54.0	x	1.89		\$102.06
Proration Factor: 0.9000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		54.0	x	4.22		\$227.88

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$498.28
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$498.28</b>

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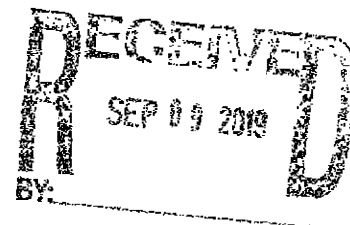
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$498.28 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$993.19 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment

### Bill Summary



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3989 Eagle Landing Parkway

Customer #:00222067  
Route #:MC05530012  
Route Group:26

Bill Date	09/05/19
Current Charges	\$498.28
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$498.28

### ADDRESSEE

6248 1 MB 0.425 21-18

  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO:

  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at: [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5399

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3965-1 Eagle Landing Parkway Pool Tank

Bill Date: 09/05/2019

Customer #: 00230632  
 Route #: MC05530013

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
74320712	1.5	09/01/19	27	2	5	3

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	3.0	x	1.89		\$5.67
Proration Factor: 0.9000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.22		\$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$57.95
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$57.95</b>

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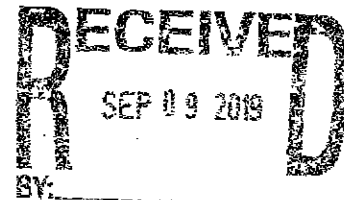
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$57.95 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$61.73 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3965-1 Eagle Landing Parkway Pool Tank

Customer #:00230632  
 Route #:MC05530013  
 Route Group:26

### ADDRESSEE

6250 1 MB 0.425 21-18

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



### MAIL PAYMENT TO:

Bill Date	09/05/19
Current Charges	\$57.95
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$57.95

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3979-2 Eagle Landing Parkway Irrigation

Bill Date: 09/05/2019

Customer #: 00229064  
 Route #: MC05530018

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
55913599	1.5	09/01/19	27	67728	68282	554

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	45.0	x	1.41		\$63.45
Proration Factor: 0.9000	Tier 2	67.5	x	2.92		\$197.10
	Tier 3	112.5	x	3.79		\$426.38
	Tier 4	329.0	x	4.87		\$1,602.23

Alternative Water Supply Surcharge \$1.03

#### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00		\$0.00

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$2,341.44
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$2,341.44</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

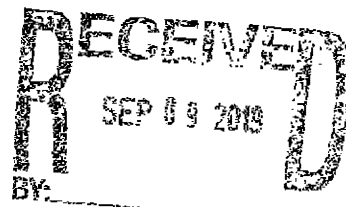
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$2341.44 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$2434.62 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment

#### Bill Summary



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3979-2 Eagle Landing Parkway Irrigation

Customer #:00229064  
 Route #:MC05530018  
 Route Group:26

Bill Date	09/05/19
Current Charges	\$2,341.44
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$2,341.44

#### ADDRESSEE

6249 1 MB 0.425 21-18

  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



#### MAIL PAYMENT TO

  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3965-3 Eagle Landing Parkway Pool Tank

Bill Date: 09/05/2019

Customer #: 00230640  
Route #: MC05530016

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
58535800	1.5	09/01/19	27	11797	11830	33

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	33.0	x	1.89		\$62.37
Proration Factor: 0.9000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	4.22		\$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$114.65
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$114.65</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

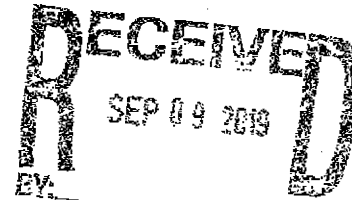
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$114.65 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$127.88 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3965-3 Eagle Landing Parkway Pool Tank

Customer #:00230640  
Route #:MC05530016  
Route Group:26

### ADDRESSEE

6252 1 MB 0.425 21-18

  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO:

Bill Date	09/05/19
Current Charges	\$114.65
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$114.65

  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3965-2 Eagle Landing Parkway Irrigation

Bill Date: 09/05/2019

Customer #: 00230638  
 Route #: MC05530015

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
72741390	1.5	09/01/19	27	321	326	5

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	5.0	x	1.41		\$7.05
Proration Factor: 0.9000	Tier 2	0.0	x	2.92		\$0.00
	Tier 3	0.0	x	3.79		\$0.00
	Tier 4	0.0	x	4.87		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges		0.0	x	0.00		\$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$59.33
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$59.33</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

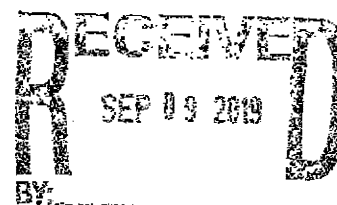
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$59.33 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$128.42 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment

### Bill Summary

Bill Date	09/05/19
Current Charges	\$59.33
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$59.33



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3965-2 Eagle Landing Parkway Irrigation

Customer #:00230638  
 Route #:MC05530015  
 Route Group:26

### ADDRESS

### MAIL PAYMENT TO:

6251 1 MB 0.425 21-18



SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068

CCUA-1170-4

1170-9/2/2019006251

00230638 6 MC05530015 0000005933 0000000 09262019 0 0



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3975 Eagle Landing Parkway Residents Club

Bill Date: 09/05/2019

Customer #: 00230641  
 Route #: MC05530017

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70003711	1.5	09/01/19	27	1415	1452	37

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	37.0	x	1.89		\$69.93
Proration Factor: 0.9000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

### Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		37.0	x	4.22		\$156.14

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$394.41
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$394.41</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

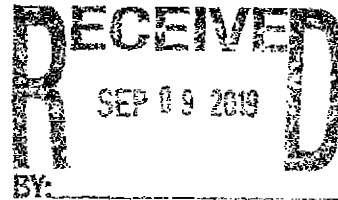
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$394.41 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$314.98 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



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### Bill Summary



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3975 Eagle Landing Parkway Residents Club

Customer #:00230641  
 Route #:MC05530017  
 Route Group:26

Bill Date	09/05/19
Current Charges	\$394.41
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$394.41

### ADDRESSEE

### MAIL PAYMENT TO:

6253 1 MB 0.425 21-18

  
 SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



  
 CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
 Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
 Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 Service Address: 3979 Eagle Landing Parkway Athletic Club

Bill Date: 09/05/2019

Customer #: 00230642  
 Route #: MC05530019

#### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
69850354	1.5	09/01/19	27	616	620	4

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$51.25
Consumption Charges	Tier 1	4.0	x	1.89		\$7.56
Proration Factor: 0.9000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00
	Tier 4	0.0	x	0.00		\$0.00

Alternative Water Supply Surcharge \$1.03

#### Sewer

Base Charges (Prepaid)						\$116.06
Consumption Charges		4.0	x	4.22		\$16.88

#### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid)						\$0.00
Consumption Charges	Tier 1	0.0	x	0.00		\$0.00
Proration Factor: 0.0000	Tier 2	0.0	x	0.00		\$0.00
	Tier 3	0.0	x	0.00		\$0.00

#### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$192.78
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$192.78</b>

Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

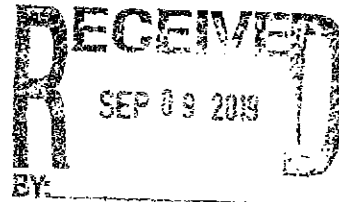
The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$192.78 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$223.33 was posted to your account on 08/23/2019.

Consumer Confidence and UCMR4 Reports are available at our office and online at:  
[www.clayutility.org/ccr/OPG.pdf](http://www.clayutility.org/ccr/OPG.pdf)



Please return this portion with payment

#### Bill Summary

Bill Date	09/05/19
Current Charges	\$192.78
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$192.78



Clay County Utility Authority  
 3176 Old Jennings Road  
 Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
 DISTRICT  
 3979 Eagle Landing Parkway Athletic Club

Customer #:00230642  
 Route #:MC05530019  
 Route Group:26

#### ADDRESSEE

6254 1 MB 0.425 21-18

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761



#### MAIL PAYMENT TO

CLAY COUNTY UTILITY AUTHORITY  
 3176 OLD JENNINGS ROAD  
 MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3924-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 09/05/2019

Customer #: 00213095  
Route #: MC05530000

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
--------------	------------	-----------	-------------	------------------	-----------------	---------------

Base Charges (Prepaid)	09/05/19 to 10/04/19					\$0.00
Consumption Charges	Tier 1	0.0	x	0.00	\$0.00	
Proration Factor: 0.0000	Tier 2	0.0	x	0.00	\$0.00	
	Tier 3	0.0	x	0.00	\$0.00	
	Tier 4	0.0	x	0.00	\$0.00	

### Sewer

Base Charges (Prepaid)					\$0.00
Consumption Charges	0.0	x	0.00	\$0.00	

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
70785051	1.5	09/01/19	27	17302	17358	56
Base Charges (Prepaid)						\$77.42
Consumption Charges	Tier 1	56.0	x	0.76	\$42.56	
Proration Factor: 0.9000	Tier 2	0.0	x	1.50	\$0.00	
	Tier 3	0.0	x	2.26	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$119.98
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$119.98</b>

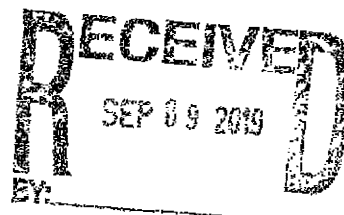
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$119.98 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$351.12 was posted to your account on 08/23/2019.



Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3924-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213095  
Route #:MC05530000  
Route Group:26

### ADDRESSEE

6375 1 MB 0.425 22-19

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO:

Bill Date	09/05/19
Current Charges	\$119.98
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$119.98

CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



3176 Old Jennings Road, Middleburg, Florida 32068  
Please visit us on the web at [www.clayutility.org](http://www.clayutility.org)  
Hours: Monday - Friday, 8am-5pm Phone: 904-272-5999

Customer Name: SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
Service Address: 3988-1 Eagle Landing Parkway Reclaimed Irrigation

Bill Date: 09/05/2019

Customer #: 00213119  
Route #: MC05530624

### Water

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
Base Charges (Prepaid) 09/05/19 to 10/04/19 \$0.00						
Consumption Charges				Tier 1 0.0 x 0.00	\$0.00	
Proration Factor: 0.0000				Tier 2 0.0 x 0.00	\$0.00	
				Tier 3 0.0 x 0.00	\$0.00	
				Tier 4 0.0 x 0.00	\$0.00	

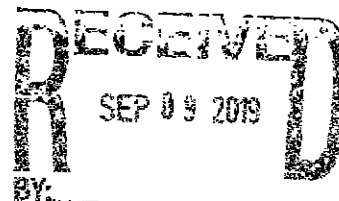
Clay County Utility Authority will hold a public rate hearing on Tuesday, September 10, 2019, at 7:00 PM, in CCUA's Board Room, located at 3176 Old Jennings Road, Middleburg, Florida.

The Board will discuss the proposed Water, Sewer and Reclaimed Water Consumption and Base increase of 4%.

Conserving Clay Tip: Irrigate efficiently. Only irrigate when rain has been inadequate and use the proper sprinkler heads for each area.

Please pay \$90.34 by 9/26/2019 to avoid a \$3.00 late fee. Make checks payable to CLAY COUNTY UTILITY AUTHORITY.

Your last payment of \$111.62 was posted to your account on 08/23/2019.



### Sewer

Base Charges (Prepaid)						\$0.00
Consumption Charges			0.0	x	0.00	\$0.00

### Reuse

Meter Number	Meter Size	Read Date	Days Billed	Previous Reading	Current Reading	Current Usage
56081900	1.5	09/01/19	27	10601	10618	17
Base Charges (Prepaid)						\$77.42
Consumption Charges				Tier 1 17.0 x 0.76	\$12.92	
Proration Factor: 0.9000				Tier 2 0.0 x 1.50	\$0.00	
				Tier 3 0.0 x 2.26	\$0.00	

### Other Charges

Administrative Fees (Prepaid)	\$0.00
Capacity Fees (Prepaid)	\$0.00
Deposit Interest Refund	\$0.00
Current Charges	\$90.34
Previous Balance	\$0.00
Late Charge (If Applicable)	\$0.00
<b>TOTAL AMOUNT DUE</b>	<b>\$90.34</b>

Please return this portion with payment



Clay County Utility Authority  
3176 Old Jennings Road  
Middleburg, Florida 32068

SOUTH VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT  
3988-1 Eagle Landing Parkway Reclaimed Irrigation

Customer #:00213119  
Route #:MC05530624  
Route Group:26

Bill Date	09/05/19
Current Charges	\$90.34
Current Charges Past Due After	09/26/19
Lend A Helping Hand (If Applicable)	\$0.00
Previous Balance	\$0.00
Total Amount Due	\$90.34

### ADDRESSEE

6376 1 MB 0.425 22-19

|||||  
SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761



### MAIL PAYMENT TO:

|||||  
CLAY COUNTY UTILITY AUTHORITY  
3176 OLD JENNINGS ROAD  
MIDDLEBURG, FL 32068



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 09/05/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
6474431	EAGLE LANDING LIMITED PARTNSP	4045 EAGLE CROSSING DR # 2 IRRIG AND LIGHTS	152043187	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	08/01/2019	09/02/2019	10/02/19	718	990	272	32	9
					Aug 2018	225	29	8

Previous Statement Balance

55.00

08/23/2019 Payment Received - Thank You

55.00CR

Previous Balance

\$ 0.00

Current Charges Billed 09/05/2019

Energy

22.11

Access Charge

23.00

Power Cost Adjustment .01740 X 272 KWH

4.73

FLA Gross Receipts Tax

1.28

Florida State Sales Tax

3.55

Clay Co Public Ser Utility Tax

1.68

Clay County Sales Tax

0.51

Operation Round Up

0.14

Current Charges Due on 09/19/2019

\$ 57.00

Total Amount Due

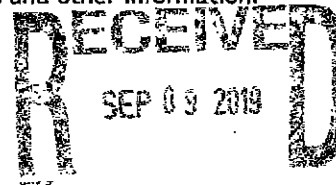
\$ 57.00

Non-Taxable Fuel Amount @ .02908/KWH -\$7.91

Government Taxes/Fees are not imposed by Clay Electric

\$ 7.02

September is one of our most active hurricane months. Will you be prepared if one threatens our area? Visit our Storm Center online for preparation and safety tips and other information.



Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.  
 ▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**  
 P.O. Box 308  
 Keystone Heights, Florida 32656-0308

6236

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
6474431	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

77521-5A\*28\*6236\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges  
 Due Date 09/19/2019  
 Total Amount Due

\$ 57.00

\$ 57.00

06474431 0000057000



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 09/11/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name	Service Address	Meter No	Multiplier
*5875489	EAGLE LANDING LIMITED PARTNSP	3935 EAGLE LANDING # 1 WATERFALL & LIGHTS	152191563	1

Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	08/07/2019	09/08/2019	10/08/19	31559	41168	9609	32	300
					Aug 2018	588	29	20

Previous Statement Balance

1,310.10

09/09/2019 Payment Received - Thank You

1,310.00CR

Previous Balance Due on 08/26/2019

\$ 0.10

Current Charges Billed 09/11/2019

09/04/2019 Late Fee

65.51

Energy

781.21

Access Charge

23.00

Power Cost Adjustment .01740 X 9609 KWH

167.20

FLA Gross Receipts Tax

24.90

Florida State Sales Tax

69.24

Clay Co Public Ser Utility Tax

27.68

Clay County Sales Tax

9.96

Operation Round Up

0.81

Current Charges Due on 09/25/2019

\$ 1,169.51

Total Amount Due

\$ 1,169.61

Non-Taxable Fuel Amount @ .02908/KWH -\$279.43

Government Taxes/Fees are not imposed by Clay Electric

\$ 131.78

September is one of our most active hurricane months. Will you be prepared if one threatens our area? Visit our Storm Center online for preparation and safety tips and other information.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

Keystone Heights, Florida 32656-0308

7646

Mailing Address Correction:

911 Emergency Address:

Account Number	I included an additional amount as a donation to Project Share to help those in need.
*5875489	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.



77521-11B\*31\*7646\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Previous Balance \$ 0.10

Must be paid by 08/26/2019

Current Charges \$ 1,169.51

Due Date 09/25/2019

Total Amount Due \$ 1,169.61

05875489 0001167614



**Clay Electric Cooperative, Inc.**  
 Orange Park District  
 734 Blanding Blvd  
 Orange Park FL 32065-5798  
 904-272-2456 (800)224-4917

Statement Date: 09/11/2019

Trustee Dist 06

Web Address  
 clayelectric.com

Automated Outage Reporting Line: (888) 434-9844

Account	Name		Service Address			Meter No	Multiplier	
5929377	EAGLE LANDING LIMITED PARTNSP		3935 EAGLE LANDING # 2 LANDSCAPE LIGHTS			152191565	1	
Rate - GS	From	To	Approx Next Read Date	Previous	Present	KWH	Days	Daily KWH
GS Non-Demand	08/07/2019	09/08/2019	10/08/19	1270	1700	430	32	13
					Aug 2018	803	29	28

Previous Statement Balance

82.00

09/09/2019 Payment Received - Thank You

82.00CR

Previous Balance

\$ 0.00

Current Charges Billed 09/11/2019

09/04/2019 Late Fee

5.00

Energy

34.96

Access Charge

23.00

Power Cost Adjustment .01740 X 430 KWH

7.48

FLA Gross Receipts Tax

1.68

Florida State Sales Tax

4.66

Clay Co Public Ser Utility Tax

2.12

Clay County Sales Tax

0.67

Operation Round Up

0.43

Current Charges Due on 09/25/2019

\$ 80.00

Total Amount Due

\$ 80.00

Non-Taxable Fuel Amount @ .02908/KWH -\$12.50

Government Taxes/Fees are not imposed by Clay Electric

\$ 9.13

September is one of our most active hurricane months. Will you be prepared if one threatens our area? Visit our Storm Center online for preparation and safety tips and other information.

Payments received after 3 pm will be credited to your account the following business day. Billings not paid in full will incur a late charge of \$5.00 or 5% of the delinquent amount (whichever is greater) that will be added to your account.

▼ Tear Here ▼

When Paying in Person: Bring entire bill with you.  
 When Paying By Mail: Return this portion with your payment.

**Clay Electric Cooperative, Inc.**

P.O. Box 308

Keystone Heights, Florida 32656-0308

7646

Mailing Address Correction: \_\_\_\_\_

911 Emergency Address: \_\_\_\_\_

Account Number	I included an additional amount as a donation to Project Share to help those in need.
5929377	
Phone Number	
(904) 637-0648	\$
Phone Correction	
Return this coupon with your payment	Payment Amount
	Write Account Number on check and make payable to: Clay Electric Cooperative, Inc.

77521-11B\*31\*7646\*\*\*\*\*SINGLE-PIECE  
 EAGLE LANDING LIMITED PARTNSP  
 5385 N NOB HILL RD CDD OFFICES  
 SUNRISE FL 33351

Current Charges \$ 80.00  
 Due Date 09/25/2019  
 Total Amount Due \$ 80.00

05929377 0000080002

00016609

**Eagle Landing  
SECURITY INVOICE SEPTEMBER 1-15, 2019**

09/13/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	09/05/19	1645	2145	5.00	\$30.00	\$150.00	JEFFREY HOLMES	✓ \$150.00
Eagle Landing	09/10/19	1630	2130	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	✓ \$150.00
Eagle Landing	09/09/19	1700	2200	5.00	\$30.00	\$150.00	JEFFREY DEESE	✓ \$150.00
Clay County Sheriff's Office scheduling fee						\$0.00		\$0.00
Clay County Sheriff's Office agency fee				15.00	\$5.00		Clay County Sheriff's Office	\$75.00 ✓

Invoice total	\$525.00
---------------	----------

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

415

**Eagle Landing  
SECURITY INVOICE AUGUST 16-31, 2019**

09/06/19

LOCATION	DATE	START	END	HOURS	RATE	AMOUNT	DEPUTY	INDIVIDUAL TOTAL
Eagle Landing	08/19/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	08/20/19	1800	2300	5.00	\$30.00	\$150.00	MATTHEW MCREE	\$300.00
Eagle Landing	08/21/19	1700	2200	5.00	\$30.00	\$150.00		
Eagle Landing	08/26/19	1700	2200	5.00	\$30.00	\$150.00	JEFFREY DEESE	\$300.00
Eagle Landing	08/16/19	1630	2130	5.00	\$30.00	\$150.00	RUDOLPH JACKSON	\$150.00
Eagle Landing	08/18/19	1600	2100	5.00	\$30.00	\$150.00		
Eagle Landing	08/27/19	1630	2130	5.00	\$30.00	\$150.00	JEFFREY HOLMES	\$150.00
Clay County Sheriff's Office scheduling fee				5	\$25.00	\$125.00		\$125.00
Clay County Sheriff's Office agency fee				35.00	\$5.00	\$175.00	Clay County Sheriff's Office	\$175.00

Invoice total      \$1,200.00

Make all checks payable to Deputy name and mail to the Sheriff's Office C/O Alyssa Rosenbaum.

50

Disclosure Services LLC

1005 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
4/2/2019	10

Bill To
South Village CDD c/o GMS, LLC

Terms	Due Date
Net 30	5/2/2019

Description	Amount
Amortization Schedule Series 2016A-1 5-1-19 Prepay \$55,000	250.00
Amortization Schedule Series 2016A-2 5-1-19 Prepay \$20,000	100.00
Amortization Schedule Series 2016A-3 5-1-19 Prepay \$75,000	250.00
127	
<b>Total</b>	<b>\$600.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$600.00</b>

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

1001 Bradford Way  
Kingston TN 37763

Invoice #: 245  
Invoice Date: 9/1/19  
Due Date: 9/1/19  
Case:  
P.O. Number:

**South Village CDD**  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

[illegible]



**ELECTRIC COMPANY**  
EC0001925

**KAD ELECTRIC COMPANY**  
**P.O. BOX 8567**  
**FLEMING ISLAND FL 32006-0014**

# Invoice

DATE	INVOICE #
9/9/2019	4179

<b>BILL TO</b>				
Eagle Landing 3989 Eagle Landing Pkwy Orange Park FL 32065				
		P.O. NO.	TERMS	JOB
			Due on receipt	19-960
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Date of work: 08-02 and 08-05 and material. Located light fixture shorting out parking lot lighting. Bypassed light fixture.  <i>General Fund Maintenance \$445.00</i> <i>[Signature]</i> <i>9.12.19</i> <i>78.460</i>	445.00	445.00
Thank you for your business. We appreciate it very much.			<b>Total</b>	\$445.00
			<b>Payments/Credits</b>	\$0.00
Phone #	Fax #	E-mail	<b>Balance Due</b>	\$445.00
904-341-1000	904-215-3475	LEASE@AOL.COM		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/08/19	00149	7/24/19 107992	201907 320-53800-60000	SOD	*	1,172.00	
				A-1 SOD OF JACKSONVILLE			1,172.00 000080
8/08/19	00038	7/02/19 2019-558	201907 320-53800-60000	CONCRETE SCREENING	*	1,567.68	
				ARCHIE POWELL, INC.			1,567.68 000081
8/08/19	00039	7/29/19 37962	201907 320-53800-60000	RED HAZARD MARKERS	*	637.50	
				BRENNAN GOLF SALES			637.50 000082
8/08/19	00010	7/24/19 5880	201907 320-53800-60000	JUL 19 - ENGINEERING SVCS	*	375.00	
				HADDEN ENGINEERING, INC.			375.00 000083
8/08/19	00037	6/07/19 46306	201906 320-53800-60000	5 GANG BALL HAWK W BASKET	*	4,344.04	
				P&W GOLF SUPPLY, LLC			4,344.04 000084
8/08/19	00036	7/11/19 71119	201907 320-53800-60000	PINE STRAW	*	3,360.00	
				TAYLOR MADE PINE STRAW, INC.			3,360.00 000085
8/08/19	00040	7/24/19 313408	201907 320-53800-60000	REPAIR A/C & ICE MACHINE	*	1,203.85	
				W W GAY MECHANICAL CONTRACTS			1,203.85 000086
8/20/19	00149	6/25/19 107832	201906 320-53800-60000	BERMUDA SOD	*	959.00	
		8/07/19 108056	201908 320-53800-60000	BERMUDA SOD	*	959.00	
				A-1 SOD OF JACKSONVILLE			1,918.00 000087
TOTAL FOR BANK C						14,578.07	
TOTAL FOR REGISTER						14,578.07	

SVIL SOUTH VILLAGE PPWERS

AP300R  
 \*\*\* CHECK DATES 09/01/2019 - 09/30/2019 \*\*\*  
 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/19  
 CAPITAL RESERVE FUND  
 BANK C SOUTH VILLAGE CDD

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
9/06/19	00149	8/28/19 18162	201908 320-53800-60000	3 PALLETS BERMUDA SOD	*	728.00	
				A-1 SOD OF JACKSONVILLE			728.00 000088
9/06/19	00024	8/27/19 50% DEPO	201908 320-53800-60000	NEW FENCE @ CLUBHOUSE	*	3,627.50	
				KINGS FENCE LLC			3,627.50 000089
9/06/19	00032	7/01/19 STD00190	201907 320-53800-60000	WEBSITE DESIGN	*	8,316.00	
				MEMBERSFIRST			8,316.00 000090
9/06/19	00040	8/16/19 314332	201908 320-53800-60000	REPL CONDENSER & VALVE	*	5,030.00	
		8/16/19 314334	201908 320-53800-60000	REP KITCHEN A/C	*	1,601.59	
				W W GAY MECHANICAL CONTRACTS			6,631.59 000091
9/06/19	00041	8/16/19 61013	201908 320-53800-60000	ALUMINIUM GATE	*	2,216.00	
				WILSON MACHINE & WELDING WORKS, INC			2,216.00 000092
9/18/19	00042	8/28/19 1655	201908 320-53800-60000	REINSTALL 3 METER DIVE	*	3,550.00	
				COMPETITIVE DIVE BOARDS			3,550.00 000093
TOTAL FOR BANK C						25,069.09	
TOTAL FOR REGISTER						25,069.09	

SVIL SOUTH VILLAGE PPWERS

A-1 SOD OF JACKSONVILLE

11607 COLUMBIA PARK DR., E.  
JACKSONVILLE, FL 32258

904-262-8481      WWW.A1SOD.COM

DATE	INVOICE #
7/24/2019	107992

<b>BILL TO</b>
EAGLE LANDING GOLF COURSE ATTN: ALAN SLAUGHTER 3989 EAGLE LANDING PARKWAY ORANGE PARK, FL 32065

<b>SHIP TO</b>
890 OAKLEAF PLANTATION PARKWAY 545-7158 ORANGE PARK

		P.O. NO.	TERMS	PROJECT
			NET 30	
QUANT...	DESCRIPTION	RATE		AMOUNT
5	BERMUDA SOD - 419	225.00		1,125.00
5	PALLET DEPOSIT	6.00		30.00
1	DELIVERY CHARGE	35.00		35.00
3	REFUND ON PALLETS - CREDIT	-6.00		-18.00
<i>Capital fund</i> <i>and covered fund</i> <i>OK'd</i> <i>7/31/19</i>				
WE ARE NOT RESPONSIBLE FOR DAMAGES BEYOND CURB LINE				0.00
<i>149</i>				
Sod is a perishable item. YOU MUST notify us within 24 hours of delivery if not satisfied. Thank you.			<b>Subtotal</b>	\$1,172.00
			<b>Sales Tax (7.0%)</b>	\$0.00
			<b>Total</b>	\$1,172.00

Archie Powell, Inc  
P.O. Box 787  
Middleburg, FL 32050 US  
(904) 226-4221  
invoices@apowellinc.com

## Invoice

BILL TO  
Eagle Landing G.C

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSURE
2019-5587	07/02/2019	\$1,677.42	07/02/2019	Due on receipt	

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
07/01/2019	concrete screening	42.95	36.50	1,567.68
SUBTOTAL				1,567.68
TAX (7%)				109.74
TOTAL				1,677.42
BALANCE DUE				<b>\$1,677.42</b>

*Archie Powell  
and family*

*11/31/19*

*150*



**1619 Selva Marina Drive  
Atlantic Beach FL 32233**  
PH-(904) 249-9740  
FAX(904)246-2185

## Invoice

Date	Invoice #
7/29/2019	37962

<b>Bill To</b>
Eagle Landing/ S. Village Community Dev. Cent. 3989 Eagle Landing Parkway Orange Park, FL 32065 E-mail

Visit us on the web!  
[www.brennangolfsales.com](http://www.brennangolfsales.com)

CUST. P.O. #	Terms	Due Date	Rep	Via	OUR PO #
Alan	Net 30	8/28/2019	Tom	UPS	Tom

QTY	B.O.	ITEM	DESCRIPTION	RATE	AMOUNT
30		PA11430-25 Shipping	18" Red Hazard Markers with Spike (Box of 25)	212.50 0.00	637.50T 0.00
<p><i>Capitol for 1</i> <i>0.00 General fund</i></p> <p><i>1/3/14</i></p>					

A finance charge of  
1.5% will be charged  
on all balances past 30  
days.

<b>Subtotal</b>	\$637.50
<b>Sales Tax (0.00)</b>	\$0.00
<b>Total</b>	\$637.50
<b>Balance Due</b>	\$637.50

**HADDEN ENGINEERING, INC.**

POST OFFICE BOX 9509  
FLEMING ISLAND, FL 32006  
(904) 269-9999

**Invoice**

DATE	INVOICE #
7/24/2019	5880

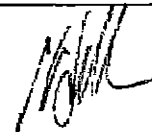
BILL TO
Jim Oliver South Village CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, FL 32092

PERIOD COVERED
April 24 - July 23, 2019

PROJECT NO.	PROJECT
HEI-14201	SVCDD

DESCRIPTION	HOURS	RATE	AMOUNT
SOUTH VILLAGE CDD ENGINEER Engineering Services - Crosswalks - Pavement problem inspection  10 Cap Reserve	3	125.00	375.00
PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT		<b>Total</b>	<b>\$375.00</b>

THANK YOU FOR YOUR BUSINESS!





Order 24/7 on [www.wittekgolf.com](http://www.wittekgolf.com)  
NEW: View invoices and statements

P&W Golf Supply, LLC  
300 Bond St.  
Elk Grove Village IL 60007  
United States  
Phone (800) 869-1800  
Fax (847) 412-9591

Invoice

#INV46306

6/7/2019

10-8024

**BILL TO**  
EAGLE LANDING GOLF CLUB  
3989 EAGLE LANDING PKWY  
ORANGE PARK FL 32065  
United States

**SHIP TO**  
EAGLE LANDING GOLF CLUB  
3989 EAGLE LANDING PKWY  
ORANGE PARK FL 32065  
United States

Terms	Due Date	Account #	Sales Rep	SO	Shipping Method	PO #
Net 30	7/7/2019	524975	Tony Clay	Sales Order #SO54379	LTL (Freight)	Josh

Item	Description	Qty	UoM	Price	Amount
71405P	5 Gang Ball Hawk With Plastic Baskets - 3,000 ball capacity, powder coated 1 1/2" thick frames & solid steel posts.	1	EA.	\$3,999.99	\$3,999.99
71989	Ball Hawk, Range Rover, & SI 90 Front Wheel, Tire And Axle	1	EA.	\$169.99	\$169.99

FRT NOTES

Freight to be added to your invoice

TROON PRICING

10% OFF - Discount

-10%

(\$417.00)

Subtotal

\$3,752.98

Discount

(\$417.00)

Tax Amount

\$394.08

Like our products? Follow us on [Instagram](#), [Twitter](#) and [Facebook](#) and post a picture of it in use

Shipping Cost

\$591.06

Total

\$4,648.12

Amount due

\$4,648.12

Review your purchases, check order history (back to 2016), see your account balance, print statements and more with an account online at [WittekGolf.com](http://WittekGolf.com). It has everything you need, in one place. If you don't have an account set up, email [info@wittek.com](mailto:info@wittek.com) and we will get one up and running for you that day!

4,344.04

Make checks payable to P&W Golf Supply, LLC.

**Disclaimer**

Damage and shortage claims should be made to the Transportation Company. No merchandise on this invoice is returnable unless claim is made within thirty days and only then with our written consent. No private branded goods may be returned at any time!

The General Terms and Conditions of Sales as posted on our website are an integral part of this transaction. A service charge of 18% per year may be imposed on delinquent balances.

Taylor Made Pine Straw, Inc.

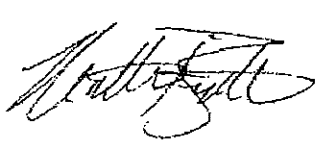
PO Box 1132  
Glen St. Mary, FL 32040

# Invoice

Date	Invoice #
7/11/2019	71119

<b>Bill To</b>
Honours Golf Alan Slaughter

<b>Ship To</b>
Eagle Landing c/o Alan Slaughter

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			7/11/2019			
Quantity	Item Code	Description			Price Each	Amount
1,400	PINESTRAW SAL...	Sales Tax			2.40 7.00%	3,360.00 0.00
<div>34</div> <div>Capital Reserve</div> <div># 3,360.00</div> <div> 7/31/19</div>						
Total					\$3,360.00	



524 Stockton Street - Jacksonville FL 32204-2500 - (904) 388-2696  
Mechanical-CMC-008140 Plumbing-CFC-019184

Invoice# 313408 Date 7/24/2019 Job# 985599 Due Date On Receipt

Invoice Description Source No. Customer# Ref# P.O. Number  
00313408 03937

**BILL TO:**  
EAGLE LANDING GOLF CLUB  
2989 EAGLE LANDING PKWY  
ORANGE PARK, FL 32065

**CUSTOMER:**  
EAGLE LANDING GOLF CLUB  
2989 EAGLE LANDING PKWY  
ORANGE PARK, FL 32065

Attn:  
SERVICE ADDRESS: 2989 EAGLE LANDING PKWY

Description Amount

LABOR & MATERIALS TO REPAIR A/C #4 & ICE  
MACHINE THAT WERE DOWN

*Change form  
CND to 2022 form*

*TEC*

*AD*

*11/13/19*

Amount Due..... 1,203.85  
Tax Due..... .00  
Amount Paid.... .00  
Total Due..... 1,203.85

OUR EMPLOYEES ARE THE BEST IN THE BUSINESS

ORIGINAL INVOICE

Page 1 of 1

## MECHANICAL CMC-008140 • PLUMBING CFC-019184



524 STOCKTON STREET • JACKSONVILLE, FLORIDA 32204-2500

PHONE 904 / 388-2696

WWW.GMC.COM

Cust. Account No.

Cust. P.O. No.

Service Report Date:

Job Name and Address:

Service Log No.

Service Contract No.

**INSTRUCTIONS:-**

**WORK PERFORMED:**

**COMMENTS:**

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

Performed by:

Date Work Completed

Service Manager:

☐ DNB

INVOICE AMT.

LABORA

EXPENSES

MATERIAL	QTY	UNIT	PRICE	AMOUNT	TAX	TOTAL
1000	1000	1000	1000	1000	1000	1000
2000	2000	2000	2000	2000	2000	2000
3000	3000	3000	3000	3000	3000	3000
4000	4000	4000	4000	4000	4000	4000
5000	5000	5000	5000	5000	5000	5000
6000	6000	6000	6000	6000	6000	6000
7000	7000	7000	7000	7000	7000	7000
8000	8000	8000	8000	8000	8000	8000
9000	9000	9000	9000	9000	9000	9000
10000	10000	10000	10000	10000	10000	10000

EQUIP. RENTAL

SUBCONTRACT

**FREIGHT**

STATE TAX

TOTAL NET

(SEE TERMS AND CONDITIONS OF SERVICE ON REVERSE)

A-1 SOD OF JACKSONVILLE

11607 COLUMBIA PARK DR., E.  
JACKSONVILLE, FL 32258

904-262-8481

WWW.A1SOD.COM

DATE	INVOICE #
6/25/2019	107832

BILL TO

EAGLE LANDING GOLF COURSE  
ATTN: ALAN SLAUGHTER  
3989 EAGLE LANDING PARKWAY  
ORANGE PARK, FL 32065

SHIP TO

MAINTENANCE SHOP  
890 OAKLEAF PLANTATION PKWY  
545-7158

P.O. NO.

TERMS

PROJECT

NET 30

QUANT...	DESCRIPTION	RATE	AMOUNT
4	BERMUDA SOD - 419	225.00	900.00
4	PALLET DEPOSIT	6.00	24.00
1	DELIVERY CHARGE	35.00	35.00
<i>Cancel</i> #959.00  <i>Matthew</i> 8.15.19  WE ARE NOT RESPONSIBLE FOR DAMAGES BEYOND CURB LINE			0.00

Sod is a perishable item. YOU MUST notify us within 24 hours of delivery if not satisfied. Thank you.

**Subtotal** \$959.00

**Sales Tax (7.0%)** \$0.00

**Total** \$959.00

A-1 SOD OF JACKSONVILLE

11607 COLUMBIA PARK DR., E.  
JACKSONVILLE, FL 32258

904-262-8481

WWW.A1SOD.COM

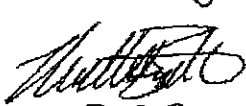
DATE	INVOICE #
8/7/2019	108056

**BILL TO**

EAGLE LANDING GOLF COURSE  
ATTN: ALAN SLAUGHTER  
3989 EAGLE LANDING PARKWAY  
ORANGE PARK, FL 32065

**SHIP TO**

890 OAKLEAF PLANTATION PARKWAY  
545-7158  
WESTSIDE

		P.O. NO.	TERMS	PROJECT
			NET 30	
QUANT...	DESCRIPTION	RATE		AMOUNT
4	BERMUDA SOD - 419	225.00		900.00
4	PALLET DEPOSIT	6.00		24.00
1	DELIVERY CHARGE	35.00		35.00
<i>Handwritten:</i> CMTD 8959.00  8.15.19				
WE ARE NOT RESPONSIBLE FOR DAMAGES BEYOND CURB LINE				0.00
Sod is a perishable item. YOU MUST notify us within 24 hours of delivery if not satisfied. Thank you.			<b>Subtotal</b>	\$959.00
			<b>Sales Tax (7.0%)</b>	\$0.00
			<b>Total</b>	\$959.00

A-1 SOD OF JACKSONVILLE

11607 COLUMBIA PARK DR., E.  
JACKSONVILLE, FL 32258

904-262-8481

WWW.A1SOD.COM

DATE	INVOICE #
8/28/2019	108162

BILL TO

EAGLE LANDING GOLF COURSE  
ATTN: ALAN SLAUGHTER  
3989 EAGLE LANDING PARKWAY  
ORANGE PARK, FL 32065

SHIP TO

890 OAKLEAF PLANTATION PKWY  
WESTSIDE  
545-7158

		P.O. NO.	TERMS	PROJECT
			NET 30	
QUANT...	DESCRIPTION	RATE		AMOUNT
3	BERMUDA SOD - 419	225.00		675.00
3	PALLET DEPOSIT	6.00		18.00
1	DELIVERY CHARGE	35.00		35.00
	<i>Capital Reserve</i> <i># 728.00</i> <i>Matthew Smith</i>			
	WE ARE NOT RESPONSIBLE FOR DAMAGES BEYOND CURB LINE			0.00
Sod is a perishable item. YOU MUST notify us within 24 hours of delivery if not satisfied. Thank you.			<b>Subtotal</b>	\$728.00
			<b>Sales Tax (7.0%)</b>	\$0.00
			<b>Total</b>	\$728.00

# KINGS FENCE

Capital Reserve  
\$3,627.50  
50% Deposit

*Matthew*

WHAT MATTERS TO YOU, MATTERS TO US.

(904)-778-6937

EMAIL: SKINGSFENCE@GMAIL.COM

DATE: 8/27/19

PROPOSAL SUBMITTED TO:

Eagle Landing  
STREET

Club House Lake  
JOB LOCATION

CITY, STATE, ZIP

Orange Park FL 32065

44 Matt B.  
NUMBER

WE HEREBY SUBMIT THE SPECIFICATIONS AND ESTIMATE FOR:

Remove old post: Rope

130' of 42" hand Rail  
with Ball post caps

Top of Rail in Rounded  
all post set in cement

50% due upfront for  
special order material



\$7255.00

WE PROPOSE HEREBY TO FURNISH AND COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF  
TERMS GOOD FOR 90 DAYS. Credit Card is subject to 2% fee.

#### Terms and Conditions of Sale:

Terms of payment are noted on Kings Fence LLC invoice. Interest will be charged at 1-12% per month (10% per year) on all past due accounts. All costs of enforcement of these terms and conditions of sale, collection of any balance due, including, but not limited to, reasonable attorney's fee incurred by Kings Fence LLC, shall be paid by customer. Kings Fence LLC reserves the right to cancel this order, delay delivery, postpone materials or demand immediate full or partial payment in advance of delivery if customer's credit standing or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to customer's default of any obligations owed by Kings Fence LLC.

We will assume no responsibility for underground utilities, property lines, drains, trees, tree roots and vegetation, under ground sprinkling systems or any other under ground obstruction public or private. For underground utilities to be marked CALL: 811. Customer understands that the fence line must be clear of all obstructions and that who will obtain or make fence line. Finally customers are required to obtain permits by contacting their local municipality.

All materials to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be assessed only upon written orders and will become an extra charge over and above the estimate. Kings Fence LLC hereby disclaims all warranties express or implied, including any warranties of merchantability or fitness for particular purposes, as to the quality of material (i.e. wood products) sold by Kings Fence LLC. All warranties, if any, by a manufacturer or supplier other than Kings Fence LLC are those not Kings Fence LLC and only such manufacturer or supplier shall be liable for performance under such warranties. Gates should be kept in the locked closed position when not in use. Kings Fence is not responsible for any cracking, chinking or settling of wood material. All agreements contingent upon others, accidents or delays are beyond our control. Owner should carry fire, tornado and flood insurance. The laws of the state of Florida shall apply in the construction of these terms of contract or any dispute arising hereunder without giving effect to such jurisdiction's conflict of law principles. Customer submits to jurisdiction in the courts of clay county Florida. In the event any or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect the remaining provisions contained herein shall not be affected or impaired in any manner.

Acceptance of Proposal: the above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made 1st up front (for materials) rest upon completion.

Date of Acceptance: 8/28/19 Signature: *Matthew*

Kings Fence LLC signature: \_\_\_\_\_

# MembersFirst

321 Commonwealth Road, Wayland, MA 01778  
Service: (508)653-3399 Accounting: (800)352-6647

Invoice STD001806  
Date 7/1/2019  
Page 1 of 1

REMIT TO:  
MembersFirst  
Box 3471, P.O. Box 8600  
Philadelphia, PA 19178-3471

## Bill To

South Village Community Development  
Attn: Jim Hahn/Matthew Blagett  
3989 Eagle Landing Parkway  
Orange Park, FL 32065  
United States

## Ship To

South Village Community Development  
3989 Eagle Landing Parkway  
Orange Park, FL 32065  
United States

Purchase order no	Customer ID	Salesperson ID	Shipping Method	Payment Terms
	SOUTHFL010		LOCAL DELIVERY	Due on receipt

Qty.	Description	Unit Price		Ext Price
1.00	Website Design and Implementation	\$6,050.00	0.000	\$6,050.00
1.00	Content Security Navigation Template/Resident (No Golf)	\$250.00	0.000	\$250.00
1.00	Content Security Navigation Template/Resident (Golf)	\$250.00	0.000	\$250.00
1.00	Content Security Navigation Template/Non-Resident (Golf)	\$250.00	0.000	\$250.00
1.00	Interactive Golf Course Tour: Eighteen (18) Holes	\$250.00	0.000	\$250.00
1.00	Custom Designated Instagram Image Feed	\$300.00	0.000	\$300.00
1.00	Court Reservations Module Design Treatment, Setup and Configuration Fee	\$425.00	0.000	\$425.00
1.00	Junior Program Reservations Setup and Configuration Fee	\$750.00	0.000	\$750.00
1.00	One-Time SEO ( up to 30 Pages )	\$800.00	0.000	\$800.00
1.00	Responsive Email Builder: Enewsletter/Resident (No Golf) (waived)	\$0.00	0.000	\$0.00
1.00	Responsive Email Builder: Enewsletter/Resident(Golf) (waived)	\$0.00	0.000	\$0.00
1.00	Responsive Email Builder: Enewsletter/Non-Resident(Golf) (waived)	\$0.00	0.000	\$0.00
1.00	Responsive Email Builder: Email/Resident(No Golf) (waived)	\$0.00	0.000	\$0.00
1.00	Responsive Email Builder: Email/Resident(Golf) (waived)	\$0.00	0.000	\$0.00
1.00	Responsive Email Builder: Email/Non-Resident(Golf) (waived)	\$0.00	0.000	\$0.00
1.00	SSL Certificate Installation (waived)	\$0.00	0.000	\$0.00
1.00	MembersFirst Mobile APP	\$900.00	0.000	\$900.00
1.00	Single Sign-On to Jonas for Account Statements (waived)	\$0.00	0.000	\$0.00
1.00	2-Way MemberRoster Sync with Jonas	\$250.00	0.000	\$250.00
1.00	SSO to EZ Links for Tee Times	\$375.00	0.000	\$375.00
1.00	Troon Discount	\$(1,534.00)	0.000	\$(1,534.00)
1.00	Additional Discount	\$(1,000.00)	0.000	\$(1,000.00)
<p><i>Capital Reserve</i> <i>#8316.00</i></p> <p><i>Matthew Blagett</i></p>				

Note: Due on August 1, 2019 or launch whichever comes first

<p>Subtotal</p> <p>Misc</p> <p>Tax</p> <p>Freight</p> <p>Total</p>	\$8,316.00
	\$0.00
	\$0.00
	\$0.00
	\$8,316.00

Jonas Holdings LLC dba MembersFirst

www.membersfirst.com



524 Stockton Street - Jacksonville FL 32204-2500 - (904) 388-2696  
Mechanical--CMC-008140 Plumbing--CFC-019184

Invoice# 314332 Date 8/16/2019 Job# 985650 Due Date On Receipt

Invoice Description Source No. Customer# Ref# P.O. Number

BILL TO:  
EAGLE LANDING GOLF CLUB  
2989 EAGLE LANDING PKWY  
ORANGE PARK, FL 32065

CUSTOMER:  
EAGLE LANDING GOLF CLUB  
2989 EAGLE LANDING PKWY  
ORANGE PARK, FL 32065

Attn:  
SERVICE ADDRESS: 2989 EAGLE LANDING PKWY

Description Amount

LABOR & MATERIALS TO REPLACE CONDENSER AND  
EXPANSION VALVE FOR UNIT #4 FOR THE FITNESS  
CENTER

Capital Reserve  
\$5,030.00

*[Signature]*  
8.29.19

Amount Due..... 5,030.00  
Tax Due..... .00  
Amount Paid.... .00  
Total Due..... 5,030.00

*CANCEL*

OUR EMPLOYEES ARE THE BEST IN THE BUSINESS

ORIGINAL INVOICE

Page 1 of 1



524 Stockton Street - Jacksonville FL 32204-2500 - (904) 388-2696  
Mechanical--CMC-008140 Plumbing--CFC-019184

Invoice#	Date	Job#	Due Date
314334	8/16/2019	985675	On Receipt

Invoice Description	Source No.	Customer#	Ref#	P.O. Number
	00314334	03937		

**BILL TO:**  
EAGLE LANDING GOLF CLUB  
2989 EAGLE LANDING PKWY  
ORANGE PARK, FL 32065

**CUSTOMER:**  
EAGLE LANDING GOLF CLUB  
2989 EAGLE LANDING PKWY  
ORANGE PARK, FL 32065

Attn:  
SERVICE ADDRESS: 2989 EAGLE LANDING PKWY

Description	Amount
-------------	--------

LABOR & MATERIALS TO REPAIR A/C UNIT THAT  
WAS DOWN IN THE KITCHEN AREA

*Capital Reserve*  
*#1,601.59*

*[Signature]*  
*8.29.19*

Amount Due.....	1,601.59
Tax Due.....	.00
Amount Paid....	.00
Total Due.....	1,601.59

*Chapter*

OUR EMPLOYEES ARE THE BEST IN THE BUSINESS

ORIGINAL INVOICE

Page 1 of 1

Wilson Machine & Welding Works, Inc.  
 5760 US 1 North  
 Saint Augustine, Florida 32095  
 Ph: 904-829-3737 Fax: 904-824-2083

# Invoice

Date	Invoice #
8/16/2019	61013

## Bill To

DBA Eagle Landing  
 South Village CDD  
 3989 Eagle Landing Pkwy  
 Orange Park, Florida 32065

P.O. No.	Due Date	Terms
1906	8/16/2019	Due on receipt

Description	Qty	Rate	Amount
LABOR AND MATERIAL TO FABRICATE AND INSTALL ONE ALUMINUM GATE FROM 2" X 4" X 1/8" TUBING 2" CHANNEL AND 1/4" X 4" FLAT BAR. LABOR TO REPAIR ONE GATE AS NEEDED. P.O.# 1906 Sales Tax		2,036.00  180.00  6.50%	2,036.00T  180.00  <del>132.34</del>
<p><i>Capital Reserve</i>  <i>\$2348.34</i></p> <p><i>[Signature]</i>  <i>8.29.19</i></p>			

Balances not paid when due as referenced on this Invoice are considered in default and are subject to an interest charge of one and one half percent (1 1/2%) per month on unpaid balance; annual percentage rate of 18% or the maximum yearly legal interest rate. Customer agrees to pay the default charge together with all attorneys' fees and/or collection fees and costs incurred in the collection of same.

Total	\$2,348.34
Payments/Credits	\$0.00
Balance Due	\$2,348.34

Please remit to and make checks payable to Wilson Machine & Welding Works, Inc.

## Competitive Dive Boards

902 Dew Bloom Rd  
Brandon, FL 33511

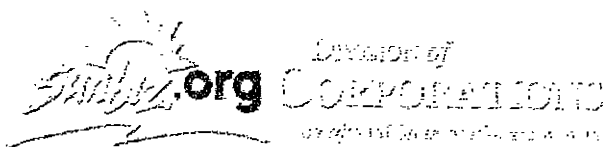
**Invoice**

Date	Invoice #
8/28/2019	1655

Bill To
Eagle Landing Aquatics

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Uninstall, reposition and re anchor the 3-Meter dive stand	3,000.00	3,000.00
2	Service fulcrum assemblies	150.00	300.00
	install long anchors	250.00	250.00
<i>Capital Reserve</i> <i>\$3,550.00</i>			
<i>H. Thompson</i> <i>9.10.19</i>			
		<b>Total</b>	<b>\$3,550.00</b>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Profit Corporation

COMPETITIVE DIVE BOARDS, INC.

### Filing Information

**Document Number** P09000089968  
**FE/EIN Number** 27-1229897  
**Date Filed** 10/30/2009  
**Effective Date** 10/30/2009  
**State** FL  
**Status** ACTIVE

### Principal Address

902 DEW BLOOM RD.  
BRANDON, FL 33511

### Mailing Address

902 DEW BLOOM RD.  
BRANDON, FL 33511

### Registered Agent Name & Address

GREENWELL, JOSEPH  
902 DEW BLOOM RD  
BRANDON, FL 33511

### Officer/Director Detail

#### **Name & Address**

Title P

GREENWELL, JOSEPH  
902 DEW BLOOM RD  
BRANDON, FL 33511

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2017	04/07/2017
2018	03/09/2018
2019	05/17/2019