



Rizzetta & Company

# CFM

## Community Development District

---

**Board of Supervisors' Meeting**  
**January 15, 2026**

District Office:  
**9530 Marketplace Road, Suite 206**  
**Fort Myers, Florida 33912**  
**(239) 936-0913**

[www.cfmcd.org](http://www.cfmcd.org)

**CFM  
COMMUNITY DEVELOPMENT DISTRICT**

District Office · Ft. Myers, Florida · (239) 936-0913  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.cfmcdd.org](http://www.cfmcdd.org)

<b>Board of Supervisors</b>	Sue Streeter Todd Gile James Kenneth Pate Brian McGibbon Mary Lieberman	Chair Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Tucker Mackie	Kutak Rock, LLP
<b>District Engineer</b>	Mark Zordan	Johnson Engineering, Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**CFM COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Ft. Myers, Florida · (239) 936-0913  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.cfmcd.org](http://www.cfmcd.org)

---

January 07, 2026

**Board of Supervisors  
CFM Community  
Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, January 15, 2026, at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for the meeting:

1. <b>CALL TO ORDER/ROLL CALL</b>	
2. <b>PUBLIC COMMENT – AGENDA ITEMS ONLY</b>	
3. <b>BUSINESS ADMINISTRATION</b>	
A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 20, 2025.....	Tab 1
4. <b>BUSINESS ITEMS</b>	
A. Review and Consideration Regarding Solitude Lake Boom Replacement Contract.....	Tab 2
B. Discussion and Consideration Regarding Valley & Gutter Repair Proposals.....	Tab 3
C. Discussion and Consideration Regarding HOA Requests for New Signage and other Requests Received	
D. Discussion Regarding Pavement Markings	
5. <b>STAFF REPORTS</b>	
A. Landscape Inspection Services.....	Tab 4
B. District Counsel	
C. District Engineer	
D. District Manager (Under Separate Cover)	
6. <b>SUPERVISOR REQUESTS AND COMMENTS</b>	
7. <b>PUBLIC COMMENT</b>	
8. <b>ADJOURNMENT</b>	

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,  
*Belinda Blandon*  
Belinda Blandon  
District Manager

cc: Tucker Mackie, Kutak Rock, LLP

# Tab 1

# MINUTES OF MEETING

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

# CFM COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, November 20, 2025, at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

## Present and constituting a quorum:

Sue Streeter	<b>Board Supervisor, Chairman</b>
Todd Gile	<b>Board Supervisor, Vice Chairman</b>
James "Ken" Pate	<b>Board Supervisor, Assistant Secretary</b>
Brian McGibbon	<b>Board Supervisor, Assistant Secretary</b>
Mary Lieberman	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon  
Tucker Mackie  
  
Mark Zordan  
Spencer Gonzales

**District Manager, Rizzetta & Company, Inc.**  
**District Counsel, Kutak Rock, LLP**  
**(via Teams)**  
**District Engineer**  
**Landscape Inspection Services**

## FIRST ORDER OF BUSINESS

## Call to Order

Ms. Blandon called the meeting to order and read the roll call.

## SECOND ORDER OF BUSINESS

## Public Comment

Ms. Blandon opened the floor for public comment. There were no comments at this time.

## THIRD ORDER OF BUSINESS

## **Consideration of the Minutes of the Board of Supervisors' Meeting held on October 16, 2025**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on October 16, 2025, and asked if there were any questions, comments, or changes to the minutes. Supervisor Streeter made a change to line 75.

48 On a Motion by Mr. Gile, seconded by Mr. Pate, with all in favor, the Board approved the  
49 Minutes of the Board of Supervisors' Meeting held on October 16, 2025, for the CFM  
50 Community Development District.

51

52 **FOURTH ORDER OF BUSINESS** **Ratification of the Operations and**  
53 **Maintenance Expenditures for the**  
54 **Month of October 2025**

55

56 Ms. Blandon advised that operations and maintenance expenditures for the period  
57 of October 1-31 totaled \$50,849.77. She asked if there were any questions. There  
58 were none.

59

60 On a Motion by Ms. Streeter, seconded by Mr. McGibbon, with all in favor, the Board  
61 Ratified the Operations and Maintenance Expenditures for the Month of October 2025,  
62 totaling \$50,849.77, for the CFM Community Development District.

63

64 **FIFTH ORDER OF BUSINESS** **Staff Reports**

65

66 A. Landscape Inspection Report  
67 Spencer Gonzales gave his report on landscape inspection services. He reported  
68 Yellowstone will maintain the buffer spaces around the community. Discussion  
69 regarding responsibilities of maintaining the buffer spaces between the CDD and  
70 HOA was held. The Board decided to have Ms. Mackie reach out to the HOA  
71 attorney.

72

73 **SIXTH ORDER OF BUSINESS** **Discussion and Consideration of**  
74 **Yellowstone Enhancement Proposals**

75

76 1. Pond B-208 Common Area  
77 Mr. Gonzales recommended postponing any proposals that require irrigation.  
78 Ms. Mackie discussed the current irrigation issue and responsibilities between  
79 the HOA and CDD. After extensive discussion, the Board decided to table all  
80 proposals that would rely on irrigation due to the current irrigation issues. It  
81 was decided that discussion with the HOA Manager and HOA Board will need  
82 to be had regarding irrigation responsibilities. Mr. Gonzales informed the  
83 Board that the irrigation may take a while to fix. The Board voted and approved  
84 3 of the Yellowstone proposals.

85

86 On a Motion by Mr. Gile, seconded by Ms. Lieberman, with all in favor, the Board Approved  
87 the Yellowstone Enhancement proposals for Pond B-208 Common Area for \$1,100.00,  
88 Item #15 (Mulch) proposal for \$1,455.00, and the South Fence Line Hard Cutback  
89 proposal for \$6,630.00, for the CFM Community Development District.

92        2. Item #15 – Mulch  
93        The Board approved this item in the above motion.  
94  
95        3. Redstone Park  
96        The Board tabled this item for a later date.  
97  
98        4. South Fence Line Hard Cutback  
99        The Board approved this item in the above motion.  
100  
101       5. Crosswater Cul-De-Sac Park  
102       The Board tabled this item for a later date.  
103  
104       6. Entrance Guard House Islands  
105       The Board tabled this item for a later date.  
106  
107       7. Irrigation – Clock #1  
108       The Board tabled this item for a later date.  
109  
110       8. In-Medians  
111       The Board tabled this item for a later date.

113 **SEVENTH ORDER OF BUSINESS**

114 **Discussion and Consideration  
Improvements in Parcels F & G**

116       Tucker Mackie informed the Board that there are still outstanding items. Mark  
117       Zordan reported that he conducted his inspection on November 17<sup>th</sup>. Mr. Zordan  
118       mentioned there are still items pending such as sidewalk repairs and the lake's  
119       spike rush removal. Ms. Mackie gave an overview regarding the spike rush and  
120       lake maintenance conversation with Forestar's counsel. Mr. Zordan reported that  
121       Forestar had replaced the valley gutters. He also requested all documentation  
122       which Forestar has not yet provided. Mr. Zordan informed the Board it will take up  
123       to 6 months to pave roads for parcels L, N, and O.

125 **EIGHTH ORDER OF BUSINESS**

126 **October 2025 – 3<sup>rd</sup> Quarter Website  
Audit**

128       Ms. Blandon gave an overview of the 3<sup>rd</sup> quarter audit for October 2025.

130 **NINTH ORDER OF BUSINESS**

131 **Continued Staff Reports**

132       B.      District Engineer

133       Mark Zordan reported that he has put together a bid package for the valley gutters.  
134       Mr. Zordan is working with Ms. Mackie to insert the contract agreement. He will put

135 out for bid after Thanksgiving and will advertise for 3 weeks to give contractors  
136 time to put in a bid. Mr. Zordan will present this in January.

137  
138 **C. District Counsel**

139 Tucker Mackie reported on updates regarding signalization discussion between  
140 the District and Forestar. Ms. Blandon inquired about sending a letter to Forestar.  
141 Ms. Mackie stated that the Board would need counsel to provide correspondence.  
142 The Board directed to have Special Counsel move ahead and send communication  
143 to FDOT. Ms. Mackie will provide a courtesy copy to Forestar in advance. Ms.  
144 Mackie also reminded the Board to complete ethics training. Ms. Blandon will re-  
145 send the link to the Board.

146  
147 **D. District Manager**

148 Ms. Blandon informed the Board of the next Board of Supervisors' meeting,  
149 scheduled for Thursday, December 18, 2025, at 11:30 a.m. Ms. Blandon circulated  
150 before and after pressure washing pictures completed by Yellowstone. She will  
151 check with the vendor as to when the annuals will be installed and will verify  
152 regarding irrigation.

153  
154 **TENTH ORDER OF BUSINESS** **Supervisor Requests and Comments**

155  
156 Supervisor Streeter stated that holiday lights are going up this week. Ms. Streeter  
157 mentioned that crosswalks and pavement markings need repainting. Mark Zordan  
158 will look into this.

159  
160 **ELEVENTH ORDER OF BUSINESS** **Public Comment**

161  
162 Tyler commented on the front entrance stripping. He also commented on irrigation.  
163 He stated he will work with HOA on issues.

164  
165 **TWELFTH ORDER OF BUSINESS** **Adjournment**

166  
167 Ms. Blandon advised there is no further business to come before the Board and  
168 asked for a motion to adjourn.

169  
170 On a Motion by Ms. Streeter, seconded by Mr. Gile, with all in favor, the Board Adjourned  
171 the meeting at 12:35 p.m., for the CFM Community Development District.

172  
173  
174  
175  
176  
177

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

# Tab 2

## **SERVICES AGREEMENT**

PROPERTY NAME: CFM CDD - Magnolia Landing

CUSTOMER NAME: CFM CDD - Magnolia Landing

SERVICE DESCRIPTION: **One Time Boom Replacement for Driving Range Lake**

EFFECTIVE DATE: November 26, 2025

SUBMITTED TO: Belinda Blandon

SUBMITTED BY: Bailey Hill

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. **TERMINATION.** In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. **RESERVED.**

8. **INSURANCE.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. **INDEMNIFICATION; LIMITATION OF LIABILITY.** THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CFM CDD - MAGNOLIA LANDING

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**SOLitude Lake Management, LLC**  
**1320 Brookwood Drive Suite H**  
**Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_

**Please Mail All Notices and Agreements to:**

**SOLitude Lake Management, LLC**  
**1253 Jensen Drive, Suite 103**  
**Virginia Beach, VA 23451**



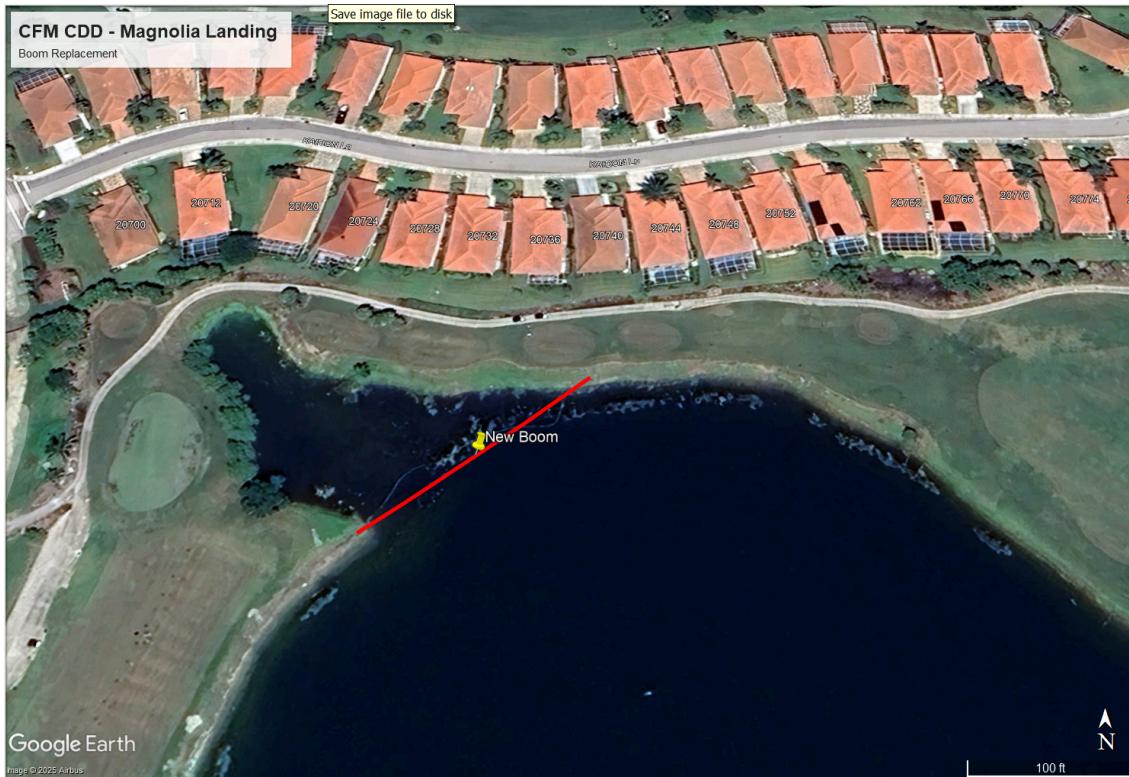
## **SCHEDULE A – SCOPE OF SERVICES**

### **Boom Removal & Replacement:**

1. Solitude Lake Management will provide labor and materials for the installation of a new containment boom in the north-western corner of the driving range lake as shown in the map below.
2. Approximately 200 feet of new boom will be anchored along the shoreline and in the water to help prevent range balls from flowing into the wetland.
3. The existing boom will be removed and disposed of off site.

### **General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



#### SCHEDULE B – PRICING SCHEDULE

Total Price: **\$7,500.00** Price is valid for 60 days from the Effective Date

# Tab 3

**CONSTRUCTION CONTRACT DOCUMENTS**  
**FOR**  
**CFM COMMUNITY DEVELOPMENT DISTRICT**  
**VALLEY & CURB GUTTER REPAIRS**



*PREPARED FOR:*



CFM COMMUNITY DEVELOPMENT DISTRICT  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912

*PREPARED BY:*

**JOHNSON**  
ENGINEERING  
- An Apex Company-

2122 Johnson Street  
Fort Myers, Florida 33901

**November 25, 2025**

20044888-001

## **TABLE OF CONTENTS**

	<u>Pages</u>
<b>CONSTRUCTION CONTRACT DOCUMENTS</b>	
Bid Tabulation Form.....	P-1 - P-3
Agreement - Valley & Curb Gutter Repairs.....	A-1 - A-11
General Conditions .....	GC-1 - GC-18
Special Conditions .....	SC-1 - SC-2
Exhibit A - Scope of Work.....	SW-1 - SW-2
Map Set.....	M-1
Table of Point Repair Locations.....	PRL-1
Technical Specifications .....	TS-1 - TS-2

## **ATTACHMENTS**

1. FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 Section 520 - Concrete Gutter  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook-compressed.pdf?sfvrsn=a07d3f95\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook-compressed.pdf?sfvrsn=a07d3f95_2)
2. FDOT FY 2025-26 Standard Plans Index 520 Curb & Gutter  
<https://www.fdot.gov/design/standardplans/2026/standard-plans-fy-2025-26>

## CFM COMMUNITY DEVELOPMENT DISTRICT

### Valley & Curb Gutter Repairs

#### Bid Tabulation Form

#### SECTION 2.00

CONTRACTOR: **(CONTRACTOR)**

FOR: The PROJECT officially known as ***CFM Community Development District Valley & Curb Gutter Repairs*** - consists of:

- (1) Removal and replacement/repair of concrete valley gutter and concrete curb gutter at various locations throughout the community.

TO: Belinda Blandon,  
CFM Community Development District  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912

Mrs. Blandon:

We have examined the local conditions affecting the work, all the Contract Documents on file, including the instructions to Bidders, this Proposal form, the General Conditions, Special Conditions, Agreement, and the Detailed Specifications, Plans and all addenda and exhibits for the above-described project, and the site of the work, and hereby propose and agree:

#### 2.01 UNIT PRICE BID

To furnish all labor, material, tools, equipment, plant, utility, transportation services, and insurance; pay any and all applicable sales, use, excise or similar tax; and provide everything necessary to perform and complete in a workmanlike manner, the **CFM Community Development District Valley and Curb Gutter Repairs Project** in accordance with the bid documents, exhibits, and specifications listed herein.

These specifications shall be followed as if included herein:

- FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 Section 520 - Concrete Gutter (See Attachment 1)
- FDOT FY 2025-26 Standard Plans Index 520 Curb & Gutter (See Attachment 2)

## CFM COMMUNITY DEVELOPMENT DISTRICT

### VALLEY & CURB GUTTER REPAIRS

#### BID TABULATION

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Mobilization/Demobilization	LS	1		\$
Maintenance of Traffic	LS	1		\$
Concrete Valley Gutter - Remove and Replace	LF	921		\$
Concrete Curb Gutter - Remove and Replace	LF	93		\$
<b>TOTAL =</b>				<b>\$</b>

#### 2.02 EXTRA WORK

To do any and all extra work, as defined in the General Conditions, which may be ordered by the Engineer or the Owner and to accept as full compensation, therefore such prices as are determined pursuant to the provisions of the General Conditions.

Alternates are items of work which at the direction of the Engineer may replace or be required to be performed. The selection of an alternate material or procedure is to be performed in the same workmanlike manner as the standard bid items. The contractor may be requested to provide a unit price to perform or provide an alternate item(s).

#### 2.03 COMPLETION SCHEDULE

Award Contract: January 5, 2026  
Commence Construction: January 19, 2026  
Substantial Completion: March 5, 2026  
Construction Completion: March 12, 2026

## 2.04 SUBCONTRACTOR LISTING

To employ the following listed Subcontractors for the following enumerated classes of work:

SUBCONTRACTOR	CLASS OF WORK

## 2.05 INCIDENTAL WORK

Items of work or materials required whether or not shown on the Contract Plans for the proper installation and construction of items bid under this contract and for which no units are listed on the proposal shall be considered as incidental to the items bid and the cost included therein.

IN WITNESS WHEREOF, the Proposal is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

(NOTE: Attach any necessary Power of Attorney.)

IN THE PRESENCE OF:

**(CONTRACTOR)**

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

**Printed Name & Title**

**Address**

**Address**

**Email:**

**Phone:**

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

By: \_\_\_\_\_  
(Signature)

**AGREEMENT BETWEEN THE CFM COMMUNITY  
DEVELOPMENT DISTRICT AND [CONTRACTOR],  
FOR VALLEY AND CURB GUTTER REPAIRS**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**CFM Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, and whose mailing address is 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 (“District”); and

**[CONTRACTOR]**, a \_\_\_\_\_ *limited liability company / corporation / d/b/a fictitious name*, with a mailing address of \_\_\_\_\_ (“Contractor,” together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by Lee County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide valley and curb gutter repair services; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide valley and curb gutter repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide valley and curb gutter repair services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence *upon execution of this Agreement / on \_\_\_\_\_, 2025*, and be completed within \_\_\_\_\_ (  ) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. The District shall pay Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

**SECTION 5. INSURANCE.**

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **SECTION 6. INDEMNIFICATION.**

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its

subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance

of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** CFM Community Development District  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Lee County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** 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 **Belinda Blandon** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FL 33912; BBLANDON@RIZZETTA.COM; (239) 936-0913.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.095(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general

in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 32. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**CFM COMMUNITY DEVELOPMENT  
DISTRICT**

---

Chair/Vice Chair, Board of Supervisors

**[CONTRACTOR]**

---

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

**Exhibit A:** Scope of Services

## GENERAL CONDITIONS

### SECTION 3.00

#### 3.01 DEFINITIONS OF TERMS

The following terms shall have the meaning hereinafter defined wherever used in the Contract Document:

- A. Bid - The offer of a Bidder on the Proposal form furnished by the Engineer to perform the work and to furnish the labor and materials at the prices quoted.
- B. Bidder - An individual, partnership, firm or corporation, formally submitting a bid for the work contemplated.
- C. Contract - The written agreement covering the performance of the work and furnishing of materials for the construction of the project, including all of the sections of the Contract Documents.
- D. Contract Documents - Instructions to Bidders, Insurance Certificate, Proposal, General conditions, Special Conditions, Agreement, Performance Bond, Specifications, Plans and Drawings, and all documents listed in the Agreement executed by the Owner and the Contractor and identified in this Contract.
- E. Contractor - The individual, partnership or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through a duly authorized representative.
- F. Engineer - The Owner's duly authorized Engineer is Johnson Engineering, LLC. They are a licensed professional in this State and placed in charge of the preparation of contract documents covering the Work.
- G. Extra Work - Additional work and materials ordered by the Engineer to be performed by the Contractor in connection with the project, excluding any items of work or materials appearing on the Proposal or Agreement accompanied by estimated quantities and unit prices and excluding any items of work or material included under the prices bid for other items in the contract.
- H. General Conditions - The body of directions, provisions and requirements prepared to cover contracts in a general way.
- I. Inspector - The authorized representative of the Owner or Engineer assigned to make detailed inspection of any or all portions of the work or material, therefore.
- J. Owners or Owner - The Owners or Owner of the property, the awarding authority who are or who is represented by the Engineer for the performance of this work.

- K. Performance Bond - The approved form of security, required to be furnished by the Contractor and his Surety as guarantee of good faith and ability on the part of the Contractor to execute the work in accordance with the terms of the Contract and pay claims there under.
- L. Plans - All official drawings or reproductions of drawings pertaining to the work provided for in the Contract.
- M. Project - The improvements proposed by the Owner to be constructed in part or in whole pursuant to the Contract.
- N. Proposal - Used interchangeably with "bid" or "bid proposal"; the written offer of a Bidder to perform the work and to furnish the labor and materials at the prices quoted.
- O. Special Conditions - The body of directions, provisions, and requirements contained herein, together with written agreements and all documents, of any description made, or to be made, pertaining to the method or manner of performing the work, or the quality of materials to be furnished under this Contract.
- P. Specifications - The general term comprising all the directions, provisions, and requirements contained or referred to in the detailed specifications, including the special conditions, together with such additional directions, provisions, and requirements contained or referred to in the detailed specifications, including the special conditions, together with such additional directions, provisions, and requirements which may be added or adopted.
- Q. Subcontractor - An individual, partnership, or corporation other than a Contractor supplying labor or materials at the site of the project pursuant to a direct contract with the Contractor.
- R. Work - The contemplated improvement, or part thereof covered by the Contract and described in the Contract Documents, and the construction, installation, supplying and furnishing of the same as the context may indicate.

### 3.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for in one shall be binding as if called for in all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

All time limits stated in the Contract Documents or in the schedules submitted to the Engineer pursuant to Section 3.38 General Conditions, are made a part of the Contract.

In case of inconsistencies or discrepancies in the Contract Documents, interpretation shall be guided by the following rules unless a manifestly absurd or illegal result is produced.

Figure dimensions shall govern over scaled dimensions; Plans shall govern over Specifications and General Conditions; Quantities shown on plans shall govern over those shown on the Proposal; and Special Conditions and Detailed Specifications prepared specifically for this Contract shall govern over general provisions used on all contracts of the Owner. Headings and titles are for convenient identification and so do not control meaning.

The intent of the Plans and Specifications is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall perform all construction as may be necessary to complete the work to finish lines, grades and sections in an acceptable manner. He shall furnish all required materials, equipment, tools, labor, sales tax and incidentals unless otherwise provided in the Contract and shall include the cost of these items in the Contract unit prices for the units of work.

**3.04 EXTENSION OF TIME**

If the Contractor finds it is impossible to complete the work within the time specified for completion, he may make written request for extension of time. He shall set forth fully in his request the reasons he believes justify the granting of his request. If the Owner finds that the quantity of work done or to be done is in excess of the estimated quantity by an amount sufficient to warrant additional time, he may grant additional time for completion as appears reasonable and proper. No allowance will be made for delay or suspension in the prosecution of the work due to the fault of the Contractor.

**3.05 FAILURE TO COMPLETE WORK ON TIME**

The Work contemplated by this Contract is an essential part of the overall development. The total duration of work following the contractor's mobilization shall not exceed 60 days. Liquidated damages will be assessed at \$500 / calendar day for every day exceeding 60 days following initial mobilization and commencement of work. In lieu of assessing liquidated damages as herein provided, the Owner may, notwithstanding any previous notice given Contractor by the Owner under Section 3.05, elect to terminate Contractor's employment pursuant to Section 3.14 hereof and file suit to recover actual damages.

**3.06 MEASUREMENT OF QUANTITIES**

All work acceptably completed under the Contract shall be measured by United States standard measures in accordance with well recognized engineering practices and quantities of work performed shall be computed from such measurements.

The completed work will be measured by the Engineer to determine the quantities of the various items of work performed. The Contractor will, in all cases, be paid for the actual amount of work performed in accordance with these specifications as shown by the final measurements, said measurement being made in accordance with the terms of the Contract. The dimensions used in calculating the quantities will be the exact dimensions shown on the Plans or the dimensions ordered in writing by the Engineer or as specified in the Special Conditions.

3.07 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for:

- A. Furnishing all materials, labor, tools, transportation and equipment necessary to the completed work.
- B. Performing all work contemplated and embraced under the Contract.
- C. Losses or damages arising from the nature of the work, or from action of the elements, or from any unforeseen difficulties or obstructions, which may arise or encountered during the prosecution of the work until its final acceptance by the Engineer.
- D. All risks of every description connected with the prosecution of the work.
- E. All expenses incurred in consequence of the suspension or discontinuance of the work as herein specified.
- F. Any infringement of patents, trademarks or copyright.
- G. Completing the work according to the Plans and Specifications.

The payment of any estimate, or partial progress payment, prior to final acceptance of the work by the Owner shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct or renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work and its appurtenances, nor any damage due or attributable to such defects, imperfections or damage. The Owner and Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

3.08 PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- C. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- D. Damage to another Contractor.

When the above grounds are removed, payment shall be made for the amount withheld because of them and not used to remedy the same. The Contractor will be required to furnish notarized waivers of lien (both partial and final) when making monthly requests for payment certifying that all indebtedness under this Contract has been paid.

3.09 **PROGRESS PAYMENT OF CONTRACTOR**

Five percent (5%) of the amount of each progress payment pursuant to Section 3 of the Agreement shall be withheld until after completion of all work and at the expiration date of any statutory period limiting the filing of liens. The Contractor will be required to furnish notarized waivers of lien (both partial and final) when making monthly requests for payment certifying that all indebtedness under this Contract has been paid.

3.10 **CHANGES IN WORK: EXTRA WORK**

The Engineer shall have authority orally to make minor alterations or changes in the Plans, Specifications, or Work, involving extra cost not in excess of \$2,000.00, and not inconsistent with the purposes of the Project, but otherwise, except in an emergency endangering life or property, no Change or Extra Work orders shall be made except in pursuance of a written order from the Owner signed by the Engineer stating that OWNER has authorized the alteration, change, or Extra Work, and no claim for an addition to the amount originally due to Contractor shall be valid unless so ordered.

A. **Duty of Contractor**

Such change or extra work orders shall not in any way annul or vitiate the Contract, nor release the Surety thereon, nor operate as a waiver of any of the provision of the Contract, nor invalidate any portion thereof; and the Contractor shall furnish the necessary labor and materials to completely perform the Contract as changed and all extra work ordered as if originally so called for in the Contract Documents.

B. **Payment in the Event of Changes**

When change or extra work orders are made, adjustments, if any, in the amount to be paid to the Contractor by reason thereof, shall be determined as follows:

1. Where changes increase or decrease the quantities of work, labor, materials, or construction for which unit or separate lump sum prices have been bid, including the entire deduction or cancellation of one or more unit price items, or of one or more separately priced items, payment shall be made and accepted by the Contractor for the actual quantities or item of work, labor, materials, or construction done or furnished at the unit or item prices stated in the Agreement and no allowance shall be made for any supposed damage, delays, increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the contractor resulting either directly from such changes or indirectly from unbalanced allocation of overhead expense among the contract items on the part of the Contractor and subsequent loss of expected reimbursement therefore, or from any other cause.

2. In other cases, the value of any such alteration, change or extra work shall be determined by one or more of the following methods and the amount of the adjustment (whether in favor of the Owner or Contractor) agreed to in advance in writing.
  - a. By any supplemental schedule of prices contained in the Contractor's original bid.
  - b. By estimate and acceptance in a lump sum or at unit prices proposed by the Contractor and agreed to by the Owner.
  - c. On a cost and percentage or a cost and fixed fee basis proposed by the Contractor and agreed to by the Owner.

Method "a" shall be used if such schedule was incorporated in the final Contract. If none of such methods is agreed upon, then the Contractor shall proceed with the Work provided he receives a written order as set forth above and failure to agree to an adjustment shall not then excuse the Contractor from proceeding with the prosecution of the Work as changed. In such case, final determination of the amount of any adjustment on account of any alteration or change shall be made at the time the Engineer prepares his final certificate as to value of work performed, and Extra Work shall be performed by the Contractor and paid for by the Owner on the following "force account" basis:

- a. Labor - The Contractor will be reimbursed the actual amount of wages for all necessary labor and foreman in direct charge of the specific extra or changed portion of the work for each hour that said laborer and foreman are actually engaged in such work, to which amount shall be added a sum equal to 15% thereof. A foreman shall not be used when there are less than two laborers employed, except with the written consent of the Engineer.
- b. Bond, Insurance, Tax - The Contractor will be reimbursed for any additional premiums for Contractor's Bond, Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Occupational Tax and Social Security Tax due solely to the Extra Work or change ordered (no percentage added).
- c. Materials - The Contractor will be reimbursed for the actual cost of all extra or changed materials, approved or ordered by the Engineer and incorporated into the finished work, including the freight charges, as shown by the original receipted bills, to which total cost shall be added a sum equal to 15% thereof. The Contractor will also be reimbursed for any necessary extra materials used in the construction of the extra work, such as sheeting, from lumber, burlap, straw, etc., which are not an integral part of the finished work. The amount of reimbursement shall be agreed upon in writing before such work is begun, and

no percentage shall be added. The salvage value of such material shall be taken into consideration in the reimbursement agreed upon.

- d. **Equipment** - Machinery and equipment which the Contractor has on the job for use on Contract items shall be used on extra work whenever possible. The Contractor will be reimbursed for all extra costs absolutely necessary to Extra Work for machinery and equipment used thereon, in accordance with the prevailing rental value of such equipment for the period that said machinery and equipment are in use on such Extra Work (no percentage added).

It shall be the Contractor's duty to keep adequate receipts and other evidence to prove the amount of all expenses to be reimbursed.

### 3.11 EXTRA WORK

The provisions of Section 3.11 of these General Conditions shall not prevent the Owner from having Extra Work done which is not modification of the plan, but clearly an addition to it, by inviting new bids on such work. The Contractor on the job shall be eligible to bid on the Extra Work if otherwise eligible.

The Owner reserves the right, in case of any Extra Work not shown on the plans and not required in any manner by the Specifications, to have such Extra Work done by any other person, firm or corporation, other than the Contractor, and should any such Work be so let, the Contractor shall not interfere with or molest said person, firm or corporation, and shall suspend such part of this Work, or perform the same in a manner as the Engineer shall direct so as to afford all reasonable facilities for the execution of the same, and the Contractor shall make no claim for damages or for any rights or privileges on account of said work.

All claims for Extra Work must be made to the Engineer, in writing, before the payment of the next succeeding estimate after the Work shall have been performed; and failing to do this, the Contractor shall be considered as having abandoned his claim.

### 3.12 ACCEPTANCE AND FINAL PAYMENT

Whenever in the professional opinion of the Engineer, the Contractor shall have completed the Work in an acceptable manner and in accordance with the terms of the Contract Documents, the Engineer shall make a final inspection of the work and upon completion of it shall, as soon as the necessary measurements and computations can be made, certify to the Owner in writing as to said completion, and shall further certify as to the entire amount of every class of work performed and the value thereof, and as to the final balance found to be due the Contractor, and shall further certify to the Owner that Engineer approves all parts of the Work and that the Contract is, in his professional opinion, fully performed. Upon receipt of said certificate, if the Contractor shall have furnished the Owner with a notarized waiver of lien certifying that all indebtedness under this Contract has been paid, the Owner shall then accept such Work and order the final payment to be made, therefore. The Owner may retain not more than 5% of the amount of the Contract until the expiration of any statutory period limiting the filing of liens.

The Contract concluded according to the terms thereof, shall be evidenced by the aforesaid certificate and final payment, all prior certificates or estimates upon which payment may have been made being merely partial estimates and subject to correction in the final payment.

The making and acceptance of the final payment shall constitute a waiver and release of the Owner by the Contractor of and from any and all claims arising under the Contract, but shall in no event relieve Contractor of liability and responsibility to the Owner for unsettled claims of Subcontractors, under all indemnity provisions of the Contract Documents and guarantee provisions, if any, or for faulty materials or workmanship.

### **3.13 THE OWNER'S RIGHT TO TERMINATE THE CONTRACT**

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor or disregard statutes, ordinances, regulations, orders, or the instructions of the Engineer, or otherwise fail to perform any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, ten days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and plant thereof and finish work by whatever method the Owner may deem expedient. The Owner shall have the further right at any time to terminate the Work for any other reason not resulting from the fault of Contractor, upon ten days written notice to Contractor, in which event Owner shall pay Contractor for all Work executed prior to the date of termination.

The Surety shall have the right to complete the Contract, but in the event that performance has not been commenced within ten days from the date of the notice of suspension, then the Owner has the right to continue in possession of and utilize for the completion of the Contract, any and all materials, tools, equipment and plant which the Contractor had delivered upon the site of the Work and to prosecute the Work to completion as the Owner may deem expedient.

In case the Owner completes the Work, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, including compensation for additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The Owner shall have the further right at any time to terminate the Work for any other reason, not resulting from the fault of Contractor, upon ten (10) days written notice to Contractor, in which event Owner shall pay Contractor for all Work executed prior to the date of termination.

3.14 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT**  
If the Work should be stopped under an order of any court, or any other public authority, for a period of 90 days through no act or fault of the Contractor or of anyone employed by him, or if the Owner should fail without cause for 70 days to make any progress payment, then the Contractor may, upon seven days written notice to the Owner and the Engineer, terminate this Contract and recover from the Owner payment for all work executed.

3.15 **CORRECTION OF WORK BEFORE FINAL PAYMENT**  
The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned work and material within a reasonable time fixed by written notice, the Owner may have the same removed and replaced and may deduct the cost of removal and replacement from any money due or to become due the Contractor.  
  
If the Owner does not remove or replace such condemned Work, the Contractor shall not be relieved of correcting said Work or materials and the right of final acceptance and condemnation of Work shall not be waived by reason of the Owner's failure to remove or replace.

3.16 **CORRECTION OF WORK AFTER FINAL PAYMENT**  
The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage resulting there from, which shall appear within a period of one year from the date of substantial completion, and in accordance with the terms of any special guarantees provided in the Contract. Neither the foregoing nor any provision in the Contract Documents, nor any special guarantee time limit, shall be held to limit the Contractor's liability for defects, to less than the legal limit of liability in accordance with the law of the place of building. The Owner shall give notice of observed defects with reasonable promptness.  
  
The Contractor shall make such repairs to the entire satisfaction of the Engineer and Owner. The Performance Bond and the Labor and Materials Payment Bond furnished with this Contract shall remain in full force and effect until the expiration of the maintenance period and until any necessary repairs have been made to the entire satisfaction of the Engineer.

3.17 **SCHEDULING OF WORK**  
The Contractor shall coordinate the start of work with the Owner a minimum of 30 days prior to mobilization. The Owner shall make the final determination in approving the contractor's proposed work schedule. No additional compensation will be permitted for the delays resulting from Owner modifications to the proposed schedule and timing of work.

3.18 **LAW, ORDINANCES AND REGULATIONS**

The Contractor shall, in the performance of the Contract, comply with, and give all stipulations and representations required by, all applicable Federal, State and Local Laws, Ordinances and Regulations. The Contractor shall also require such compliance's, stipulations and representations with orders (pertaining to Work covered by the Contract) as may be required by all applicable Federal, State and Local Laws, Ordinances and Regulations.

Should the Contractor fail with respect to any of these provisions, he shall indemnify and hold harmless the Owner and all of the Owner's officers, agents and employees from any liability or damage on account of such failure.

3.20 **SUPERINTENDENT: SUPERVISION**

The Contractor shall keep on his work during its progress a competent superintendent capable of reading and understanding the plans and specifications and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence as his agent on the work and all directions given to him shall be as binding as if given to the Contractor. The superintendent shall have full authority to execute the orders of directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment and labor as may be required. Important directions shall be confirmed in writing to the Contractor, on written request in each case. The Contractor shall give efficient supervision to the work, using his best skill and attention. If the Contractor, in the course of the work, finds any discrepancy between the drawings or the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer in writing, and the Engineer shall promptly clarify or correct the same.

3.21 **QUALITY OF MATERIALS**

Unless otherwise specified, it is the intent of the specifications that new first class materials shall be used throughout the work, and that they shall be incorporated in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

Only materials which conform to the requirement of the specifications shall be incorporated in the Work.

3.22 **SAMPLE TESTING: CITED SPECIFICATIONS**

When requested by the Engineer, the Contractor shall furnish a complete written statement of the origin, composition, and manufacture of any raw materials that are to be used in the Work. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials, and revisions thereof, in effect on the date of the Proposal, where such standard methods exist. In case there are no American Society for Testing Materials Standards which apply, applicable standard methods of the Federal Government or other recognized standardizing agencies would be used. Contractor is not responsible for costs of testing or QC.

3.23 **INSPECTION OF MATERIALS**

The Engineer will inspect all materials. The Contractor shall give sufficient advance notice of placing order to permit tests to be completed before the materials are incorporated in the Work, and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All samples shall be furnished without charge to the Engineer. The Contractor shall not make use of or incorporate in the Work materials represented by the samples until tests have been made and the materials found to be in accordance with the requirements of the specifications.

3.24 **RIGHT OF THE ENGINEER**

The Engineer shall have the right and power to adjust and determine any question as to the proper performance of this Contract and doing of the Work by the Contractor, the final decision on which is not to be made by the Engineer, including the right and power to make the final decision in all instances set forth throughout the Contract Documents, and such right and power is hereby reserved by the Owner and every adjustment determined by the Engineer shall be final and conclusive between the parties hereto and binding upon them.

3.25 **SUBCONTRACTS**

The Contractor shall not employ any subcontractors without the written consent of the Owner. Consent shall be deemed to have been given as to those subcontractors listed in the Proposal upon award of the Contract. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Engineer.

3.26 **ASSIGNMENT**

Contractor shall not assign or sublet the whole or any part of the Work under this Contract without the written consent of the Owner, both as to such assigning and subletting and as to the specific party to who it is proposed to assign or sublet the same. Notwithstanding any such approval, the Contractor shall remain fully responsible and liable for the complete performance of the Work performed pursuant to such assignment of subletting and for the material delivered to and placed under the same.

3.27 **LIENS**

If, at any time, there shall be evidence of the existence, whether or not the same has been asserted, of any lien or claim arising out of or in connection with the performance or default in performance of the Contract, and if the Owner or representatives of the Owner, or if any property or fund held by either, might be or become liable for the discharge or satisfaction of such lien or claim, then the Owner shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth in the Contract, an amount sufficient to discharge such lien or satisfy such claim and to reimburse the Owner and/or the representatives of the Owner for all costs and expenses in connection therewith, including reasonable attorney fees.

Neither the final payment, nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof, and an affidavit that, so far as Contractor has knowledge or information, the releases and receipts cover all the labor and materials for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release of receipt in full, furnish a bond satisfactory to the Owner to indemnify him against any lien.

In any event, Contractor shall indemnify and hold Owner and Engineer harmless against any and all mechanics liens arriving after final payment has been made if the liens relate to work covered by the Contract, including cost and expenses in connection therewith and reasonable attorney's fees.

If the amounts retained are insufficient for the aforesaid purposes or if any such lien or claim remains un-discharged, or unsatisfied after all payments have been made to the Contractor, then the Contractor shall promptly refund to the Owner all monies that may have been paid to discharge such lien or satisfy such claim, including the costs and expenses and reasonable attorney fees in connection therewith.

**3.28 CLEANING UP**

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and he shall remove all rubbish from and about the site and all his tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

**3.29 FINAL CLEANING UP**

Within fifteen (15) days after the completion of the Work, and before acceptance and payment will be made, the Contractor shall clean and remove from the Work site and adjacent properties all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged in the prosecution of the Work and shall leave the site of the Work in a neat and presentable condition.

**3.30 STREET OBSTRUCTION**

All contractors doing any Work which in any manner obstructs streets or sidewalks, shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so and shall also be liable for all damages caused by negligent digging up of streets, alleys or public grounds, or which may result from his carelessness in the prosecution of such Work, and shall indemnify the Owner and Engineer of any claims, liability or damages in these respects, and shall carry insurance covering such liability and duty to indemnify.

The foregoing is a minimum; the Contractor's liabilities and responsibilities are in no way limited to such cases but depend upon all the provisions of the Contract Documents, all of which are cumulative and none of which are mutually exclusive.

3.31 **MAINTENANCE OF TRAFFIC**

Contractor is responsible for project safety and Maintenance of Traffic (MOT). MOT shall be per the current edition of the FDOT Standard Plans Index 102-603. This includes, but is not limited to devices, layout and safety apparel. Any deviation from the index 102-603 will require signed and sealed maintenance of traffic plan.

3.32 **PATENTED DEVICES, MATERIALS AND PROCESSES**

It is mutually understood and agreed that without exception Contract prices are to include all royalties, license fees and costs arising from patents, trademarks and copyrights in any way involved in the Work, and the Contractor shall pay the same. It is intended that whenever the Contractor is required or desires to use any machine, invention, design, device, material or process covered by patent, copyright or trademark, the right to the full and free use and enjoyment of the same shall be secured for the Owner by the Contractor obtaining a suitable agreement from the patentee or patent owner and a copy of such agreement shall be filed with the Clerk and a copy with the Engineer; however, whether or not such agreement is made or filed as required, the Contractor and the Surety in all cases shall indemnify and save harmless the Owner from any and all claims and liability and defend all suites for infringement by reason of the use of any such patented, trademarked or copyrighted machine, invention, design, device, material or process in performing the Contract, and shall indemnify the Owner for any cost, expenses and damages and loss which the Owner may suffer by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

3.33 **NAMES AND TRADE NAMES**

Where the names of manufacturers and trade names are indicated or specified for various materials or equipment, they are intended to be descriptive and not mandatory and are only to indicate to the Contractor the type and quality of materials and equipment that will be satisfactory.

3.34 **AUTHORITY OF THE ENGINEER**

All work shall be completed and reviewed by the Engineer and to Engineer's satisfaction. Engineer shall decide all questions that arise as to the amount, quality, and acceptability of materials furnished, work performed, manner of performance, rate of progress of the Work, interpretation of the Plans and Specifications, acceptable fulfillment of the Contract, compensation and disputes and mutual rights between Contractors under these Specifications. The Engineer's estimate shall be a condition precedent to the right of the Contractor to receive money due him under the Contract.

3.35 **USE OF COMPLETED PORTIONS**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding the fact that the time for completing the entire Work or such partially completed portions of the Work may not have expired, but such taking of possession and use shall not be deemed an acceptance of the Work. If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

3.36 **CONTRACTOR'S RESPONSIBILITY**

The Work shall be under the charge and care of the Contractor until acceptance by the Owner and Engineer. The Contractor shall be responsible for Contractor's Work, and every part thereof and for all materials, tools, appliances and property of every description used in connection therewith. He shall specifically and distinctly assume and does so assume all risks of damage or injury to property or persons used or employed on or in connection with the Work, and of all damage or injury to any persons or property wherever located resulting from any section or operation under the Contract or in connection with the Work, and undertakes and promises to protect and defend the Owner against all claims on account of any such damage or injury.

The Contractor assumes all risks, hazards and conditions in connection with the performance of the Contract, and even if the performance of the Contract involves a greater expenditure of money than the Contractor expected at the time of bidding, no allowance will be made on account thereof, and the Contractor shall continue with and complete the Work.

The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore and make good at his expense all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance.

3.37 **ORDER OF COMPLETION**

Attached to, and forming a part of, the Proposal, Bidder shall submit therewith schedules which shall show the order in which Bidder proposes to carry on the Work, including the dates on which Bidder will start the several parts of the Work and the dates of completion of the several parts. The total duration of work following the contractor's mobilization shall not exceed 45 days. These schedules must meet with the Owners' and Engineer's approval and shall be for the purpose of enabling the Engineer to determine if the Work is proceeding on a satisfactory schedule. Failure to adhere to these schedules will result in the assessment of liquidated damages pursuant to Section 3.05 hereof.

3.38 **LIMITATION OF OPERATIONS**

The Contractor shall conduct his Work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when in the judgment of the Owner and Engineer, the Contractor has obstructed or closed a road or structure or is carrying on operations on a greater portion of a road or structure than is necessary for the proper prosecution of the Work, the Engineer may require the Contractor to finish the section in which work is in progress before starting on any additional section.

3.39 **CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has by careful examination satisfied himself as to the nature and location of the Work, the conformation of the ground, the character,

quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract.

No verbal agreement or conversation with any officer, agent or employee of the Owner or Engineer either before or after the execution of this Contract shall affect or modify any of the items of obligations herein contained.

3.40 **RIGHTS ACCUMULATIVE**

The rights, privileges and powers of the Owner set forth in the Contract Documents are not alternative or exclusive, but accumulative. Any of the same may be exercised alone or in combination with any other, as the Engineer shall determine best without waiver or prejudice to any other such rights, privileges and powers.

3.41 **SPECIAL WORK**

Should any construction or requirements not covered by these conditions be anticipated on any proposed work special conditions for the same will be prepared and made a part of this Agreement.

3.42 **CHANGED CONDITIONS**

Should the Contractor encounter or the Owner discover during the progress of the Work, subsurface or latent conditions at the Work site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Engineer shall be called immediately to such conditions, and if he finds that they materially differ from those shown on the drawings or indicated in the specifications, he shall at once make such changes in the drawings and specifications as he may find necessary, and any increase or decrease of cost and/or difference in time resulting from such changes shall be adjusted as provided in Sec. 3.11 of these General Conditions.

3.44 **DEFINITION OF NOTICE**

Where in any of the Contract Documents there is any provision with respect to giving of any notice, such notice shall be considered given, unless otherwise specified, as follows: as to the Owner when written notice shall be delivered to the Engineer and/or the Owner, by registered or certified mail (return receipt requested); and as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the place stated in the papers, prepared by him to accompany his Proposal as the address of his place of business, or sent to the same address registered or certified mail (return receipt requested); and as to the Surety on the Performance Bond, when a written notice to the Surety, or its agents who executed such Performance Bond on behalf of such Surety, is sent by registered or certified mail (return receipt requested) to the address of the home office of such Surety or of his agent.

3.46 **SANITARY FACILITIES**

The Contractor shall provide and maintain in a neat and sanitary condition such accommodation for his employees as may be necessary to comply with the Statutes,

requirements and regulations of any state or local authorities, or of other authorities having jurisdiction, and shall commit no public nuisance.

**3.47 PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall use every precaution to prevent damage or destruction of property. Contractor shall protect and carefully preserve all property marks until the Engineer has witnessed or otherwise referenced the location or relocation.

The Contractor shall be responsible for the damage or destruction of any character resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the Work or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and the requirements of these conditions complied with.

Wherever public or private property is damaged or destroyed, the Contractor shall, at his own expense, restore such property to a condition equal to or better to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Engineer may, after the expiration of a period of forty-eight (48) hours after giving notice to him in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and may deduct the expense thereof from the compensation due or which may become due the Contractor under his Contract. Contractor shall be responsible for all damage, destruction or loss of any private property resulting from the operations of Contractor, or from any person operating under Contractor's authority, and shall immediately undertake restoration or replacement, if necessary, of all such property to a condition at least equivalent to the property before the damage, destruction or loss.

**3.48 OTHER CONTRACTS**

The Owner may award other contracts for additional work and the Contractor shall fully cooperate with such contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

**3.49 CUTTING, PATCHING**

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors, or reasonably implied by, the drawings and specifications for the competed structure, and he shall make good after them as the Engineer may direct. Any cost caused by defective or ill-time Work shall be borne by the party responsible.

**3.50 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall secure and protect the Owner and Engineer from any liability or damages whatsoever, for injury (including death) to any person or property.

The Contractor, and any subcontractors, shall, during the continuance of the Work under this Contract, including Extra Work in connection therewith, take out, pay for, and maintain, the following insurance:

- A. Workmen's Compensation and Employer's Liability Insurance in the Contractor's name with limits of liability under the Employer's Liability portion of not less than \$100,000, containing a waiver of subrogation in favor of the Owner executed by the insurance company.
- B. Public Liability Insurance including Contractor's Protective Liability in Contractor's name, with bodily injury limits of not less than \$1,000,000 per person, and \$2,000,000 per accident and property damage limits of not less than \$2,000,000.
- C. Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in Section 3.53 E. Limits of liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.
- D. Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than \$1,000,000 per person and \$2,000,000 per accident for bodily injury and \$500,000 for property damage.
- E. Umbrella Liability Insurance in Contractor's name will be maintained as part of the liability insurance of the Contractor and, such policy shall be excess of the Employer's Liability, Contractual Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance. Limits of Umbrella liability shall not be less than \$2,000,000 per person, \$2,000,000 per accident for bodily injury and \$2,000,000 for property damage.

All of the above insurance should be covered by the same insurance company and said company shall be authorized to do business under the laws of this State.

Certificates evidencing such insurance shall be filed with the Owner and Engineer before Work is started. No change or cancellation in insurance shall be made without ten (10) days written notice to the Owner and the certificates shall so provide. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under the paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance as above stated.

Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates and approval of such certificates, insurance, riders and endorsements by the Owner shall not relieve the Contractor of his liability and obligations under all the provisions of the Contract Documents.

Each Contractor shall indemnify Owner and Engineer against any and all claims, loss, damage, costs, and expense arising from injury to or death of persons or damage to or destruction of property including, without limitation, the property and employees of Owner, occurring, wholly or in part, as the result of the Work done or omitted to be done by, or the employees or agents or invitees of said Contractor, of his subcontractors, regardless of whether any such injury to or death of a persons or damage to or destruction of property is due or claimed to be due, in whole or in part, to any negligence or fault of Owner or their employees, agents, or invitees, except claims, loss, damage, costs or expense resulting from the risks required to be insured by Owner.

**3.51 WORKMEN'S COMPENSATION AND EVIDENCE OF WORKMEN'S COMPENSATION INSURANCE**

Each Contractor shall comply with State laws relating to Workmen's Compensation and ensure that its Subcontractors, if any, shall do likewise. Each contractor shall submit to the Owner, before commencing his Work, evidence of the insurance required to be furnished by him in compliance with the laws relating to Workmen's Compensation.

**3.52 HEALTH & SAFETY**

The Contractor shall follow the requirements of the Federal Government Legislative Act entitled "Occupational Safety and Health Act of 1970" without any recourse to the Owners for additional costs or time because of those requirements.

# CFM COMMUNITY DEVELOPMENT DISTRICT

## Valley and Curb Gutter Repairs

### SPECIAL CONDITIONS

#### SECTION 4.00

##### 4.01 ENGINEER

All work performed on this Project will be monitored by the Owner and the Engineer employed and paid for by the Owner. The Contractor shall submit to any and all inspections by the Engineer and his representatives and shall strictly conform to the control decisions of the Engineer. The Engineer's presence or absence from the site shall not relieve the Contractor from its fundamental responsibility of performing work in accordance with the Contract plans and specifications.

##### 4.02 CONTRACTOR'S RESPONSIBILITY

The Contractor shall give notice in writing to the Owner and all other adjacent property owners that may be affected by the Contractor's operations, at least five (5) days, excluding Saturday, Sunday, and legal holidays before breaking ground. The Contractor shall not hinder or interfere with any persons in the protection of such property, or with the operation of utilities, at any time. The Contractor must obtain all necessary information in regard to existing utilities. He shall protect such utilities from injury and shall avoid unnecessary exposure so that they will not cause injury to the public.

##### 4.03 LOCAL REQUIREMENTS

The Contractor is hereby notified that nothing herein, expressed or implied, shall relieve him of the responsibility of conducting his operations in compliance with applicable standards and codes of the City, County, and State, or any other governmental, quasi-governmental unit, agency or utility company.

##### 4.04 CLEANING UP

In the event that accumulations of mud or other debris on roads or streets adjacent to or near the site of the Work become a nuisance, whether or not caused by this Contractor, Contractor will be held responsible for removing it upon notification by the Owner or Engineer, and payment for it. If not caused by this Contractor's equipment, a determination will be made by the Engineer and charged to the offending other parties or Contractors.

##### 4.05 ADDITIONAL INSUREDS

The Contractor shall deliver to the Engineer Certificates of Insurance prior to beginning work in accordance with limits set forth in the General Conditions. The following parties shall be included on said certificates as "Additional Insureds":

A. Owner (CFM COMMUNITY DEVELOPMENT DISTRICT)

B. Engineer (Johnson Engineering, LLC.)

4.06 CONSTRUCTION DRAINAGE

The Contractor shall be responsible for protecting existing drainage inlets during the Valley Gutter and Curb Gutter repair operation. Inlet protection and / or cleaning shall be considered inherent to the work being performed.

END OF SPECIAL CONDITIONS

**EXHIBIT A**  
**SCOPE OF WORK**  
**VALLEY & CURB GUTTER REPAIRS**

**Description:**

The work comprises the removal and replacement/repair of approximately one-thousand fourteen (1014) feet of concrete valley gutter and concrete curb gutter at various locations throughout the Magnolia Landing Residential Community. The Contractor shall perform all work necessary to complete the saw cutting, demolition, excavation, loading/hauling & disposal of materials to an approved receiving site, gravel, backfill & compaction, final grading, & placement of concrete, pavement restoration, pavers removal and replacement, and full restoration of the project area. All sodding, landscaping, irrigation and any utilitarian accessories shall be restored to good condition. The work is comprised of furnishing all labor, equipment, material, plant, tools, transportation, and superintendence to perform all work incidental to complete the job in a neat, workman like manner.

Contractor shall employ all measures necessary to ensure that the work area remain neat and clean throughout the work process. All surrounding surfaces are to be protected at all times to prevent staining from any saw cutting slurry and concrete placement. Dust from saw cutting operations is to be controlled so as to prevent it from blowing directly on to housing structures.

Every effort shall be made to prevent undermining of the surrounding areas. It is critical that areas adjacent to saw cut edges not be undermined during repair operations, however, if incidental undermining should occur, these areas must be filled with concrete contiguous to gutter repair to ensure stability of the adjacent asphalt or surface materials. It is the intent that full depth pavement restoration in accordance with FDOT Standard Specifications and Standard Plans be used as a last resort.

**Worksite Safety and Traffic Control:**

As a priority, the worksite shall be made and kept safe to all vehicular, bicycle, and pedestrian traffic, always. Proper signage and traffic devices shall be posted and maintained in accordance with the December 2023 11<sup>th</sup> Edition (including all Revisions) of the “Manual of Uniform Traffic Control Devices” & FDOT Index 600 series.

In areas in front of driveways, the Contractor is solely responsible to notify and coordinate his work activities with the individual property owners for their driveway access. Contractor may have to do one-half at a time to allow access. Every precaution shall be made to ensure that vehicles do not drive into open excavated areas. All open excavated areas shall be adequately protected with signs, cones and barriers to prevent accidents.

**FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 (or latest edition):**

All work methods and materials shall comply with FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 (or latest edition).

**FDOT Standard Plans for Road and Bridge Construction FY (or latest edition):**

All work methods and materials shall comply with FDOT Standard Plans for Road and Bridge Construction FY 2025-26 (or latest edition).

**Hours of Operation:**

1. Construction activities are only permitted Monday through Friday, from 7:00 AM to 6:00 PM.
2. Do not carry out non-emergency work, including equipment moves, on Sundays without prior written authorization by the Project Manager.
3. No construction activity or site preparation activity is permitted on Sundays or on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**Equipment & Material Staging:**

Contractor is solely responsible for securing a staging area for all materials, vehicles, and equipment. No materials are allowed to be stored on the street. No overnight parking of vehicles and equipment is allowed. During work periods, all equipment and vehicles shall be parked on one side of the street to avoid traffic disruption for the duration of the project.

**OSHA Compliance:**

All work shall be done in accordance with OSHA Standards. The Contractor shall employ and enforce safety compliant measures at the work site to prevent injuries to workers, citizens, and the traveling public. Contractor is to verify and maintain, on a daily basis, that all personnel on site are utilizing all the proper PPE as approved and required by OSHA.

**CFM COMMUNITY DEVELOPMENT DISTRICT**

**Valley and Curb Gutter Repairs**

**MAP SET**

## STATE OF FLORIDA

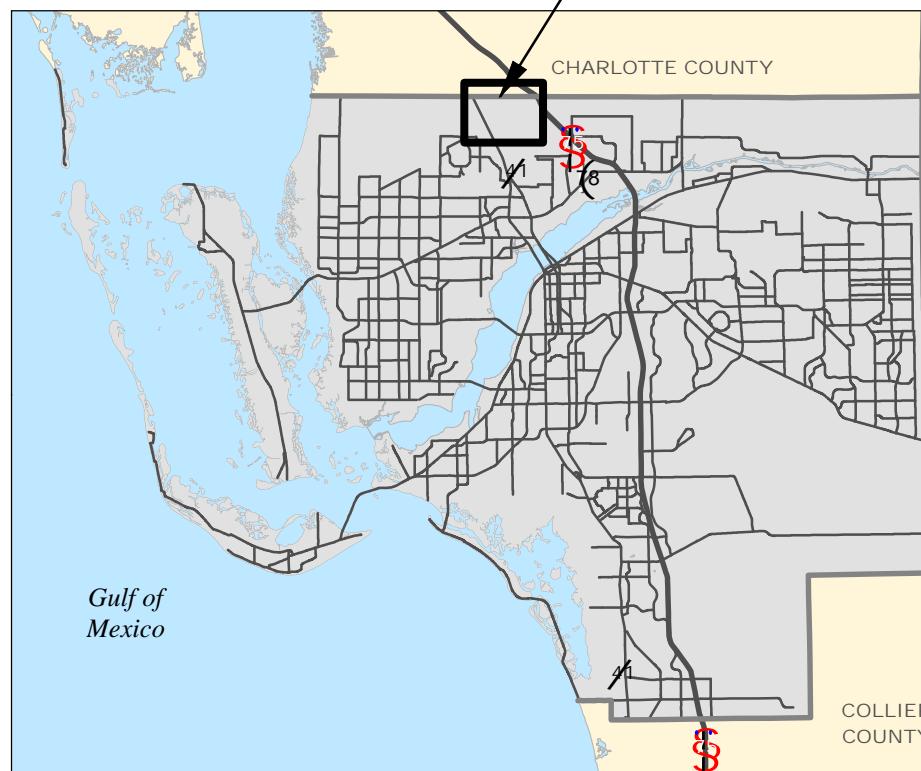


### NOTES

1. These drawings are for permitting purposes only and are not intended for construction.
2. The aerial photographs shown were provided by Lee County government and were taken in 2025.

### PROJECT VICINITY

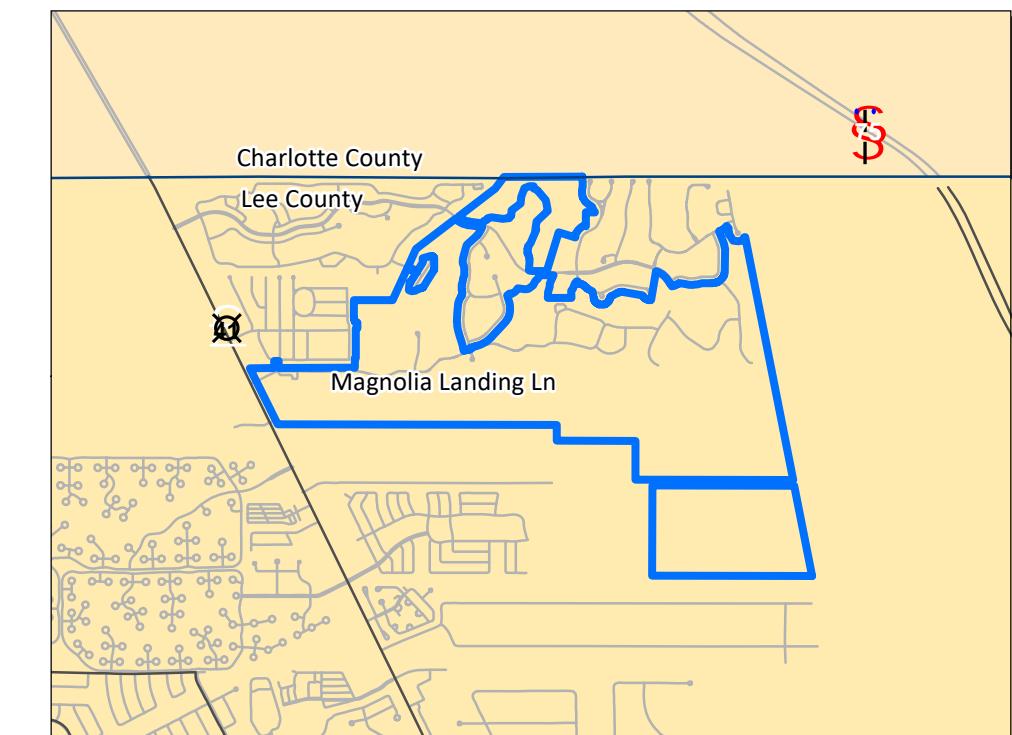
SEE STREET MAP AND VICINITY AERIAL AT RIGHT



### LEE COUNTY

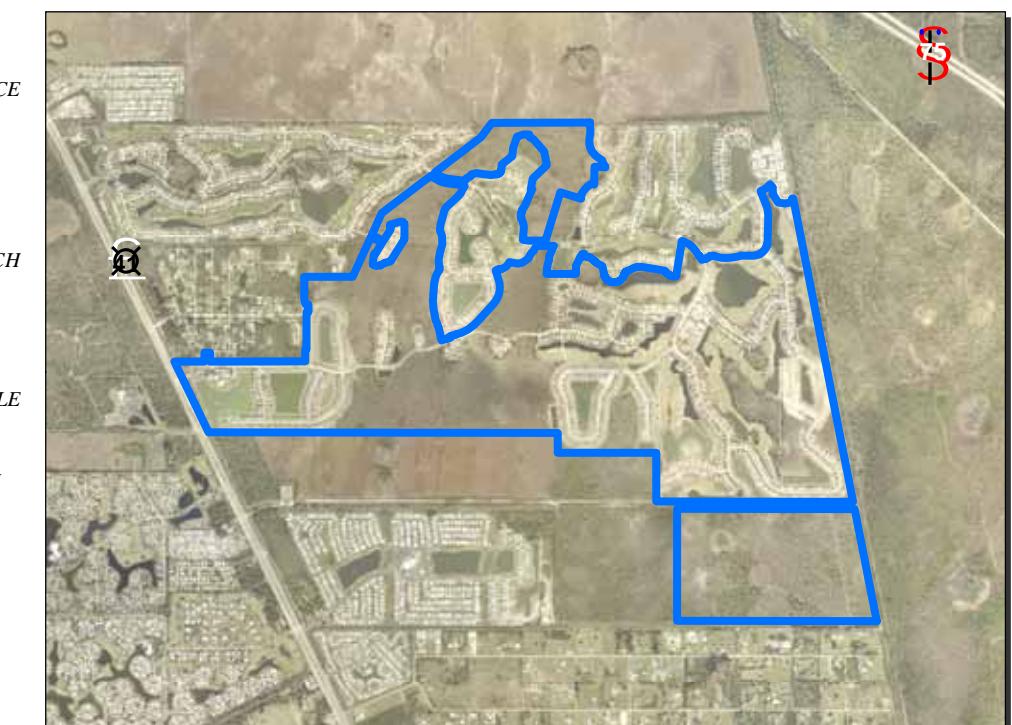
N.T.S.

Sections 3 & 4 Township 43 S, Range 24 E  
Latitude: 26° 45' 36" N; Longitude: 81° 54' 27" W



### STREET MAP

N.T.S.



### VICINITY AERIAL

N.T.S.

Magnolia Landing  
Curb and Valley Gutter Repairs  
Lee County, Florida

**JOHNSON**  
ENGINEERING  
— An Apex Company —

JOHNSON ENGINEERING, LLC.  
2122 JOHNSON STREET  
FORT MYERS, FLORIDA 33901  
PHONE (239) 334-0046  
E.B. #642 & L.B. #642

Location Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Nov 2025	20044888-001	-	NTS	1

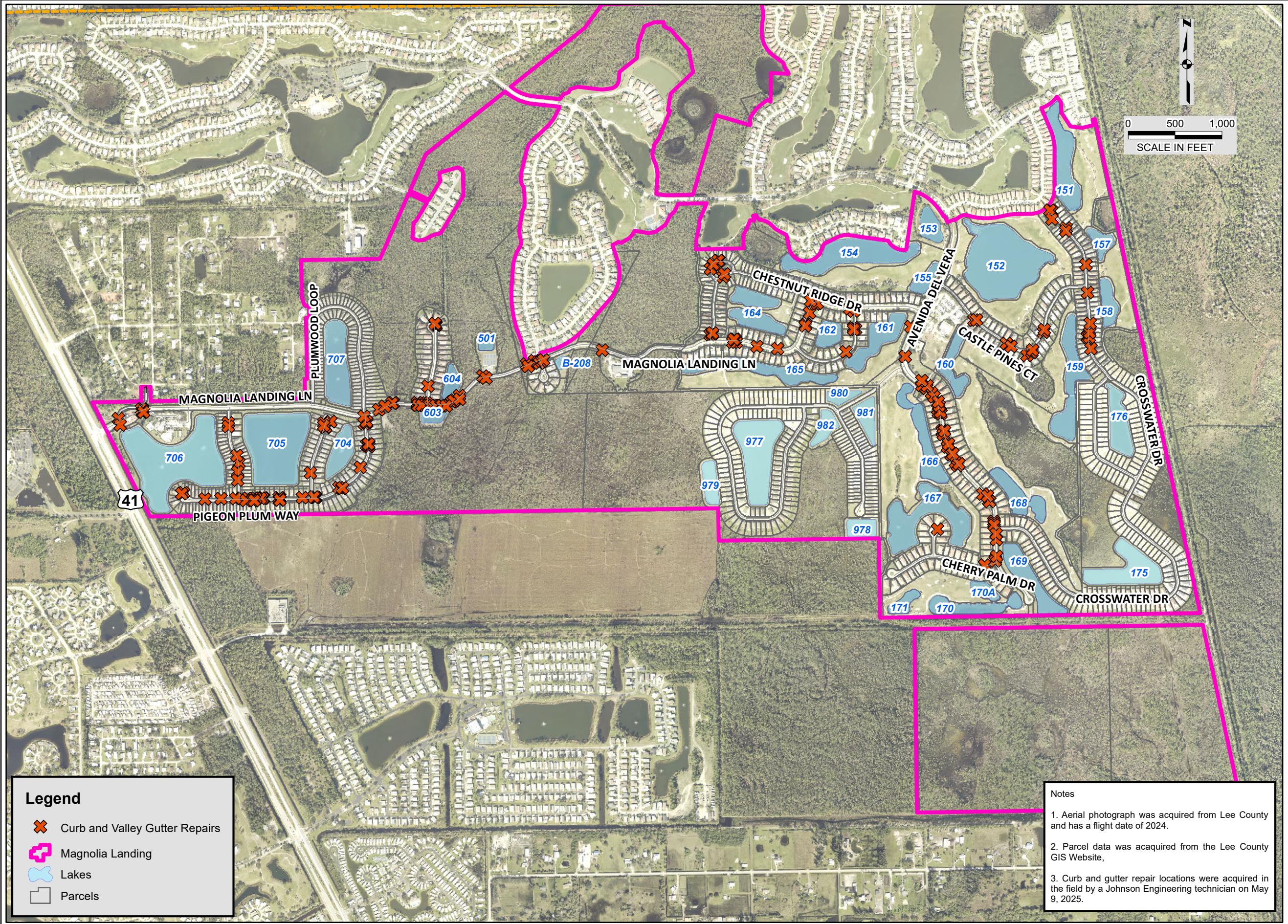
CFM CDD

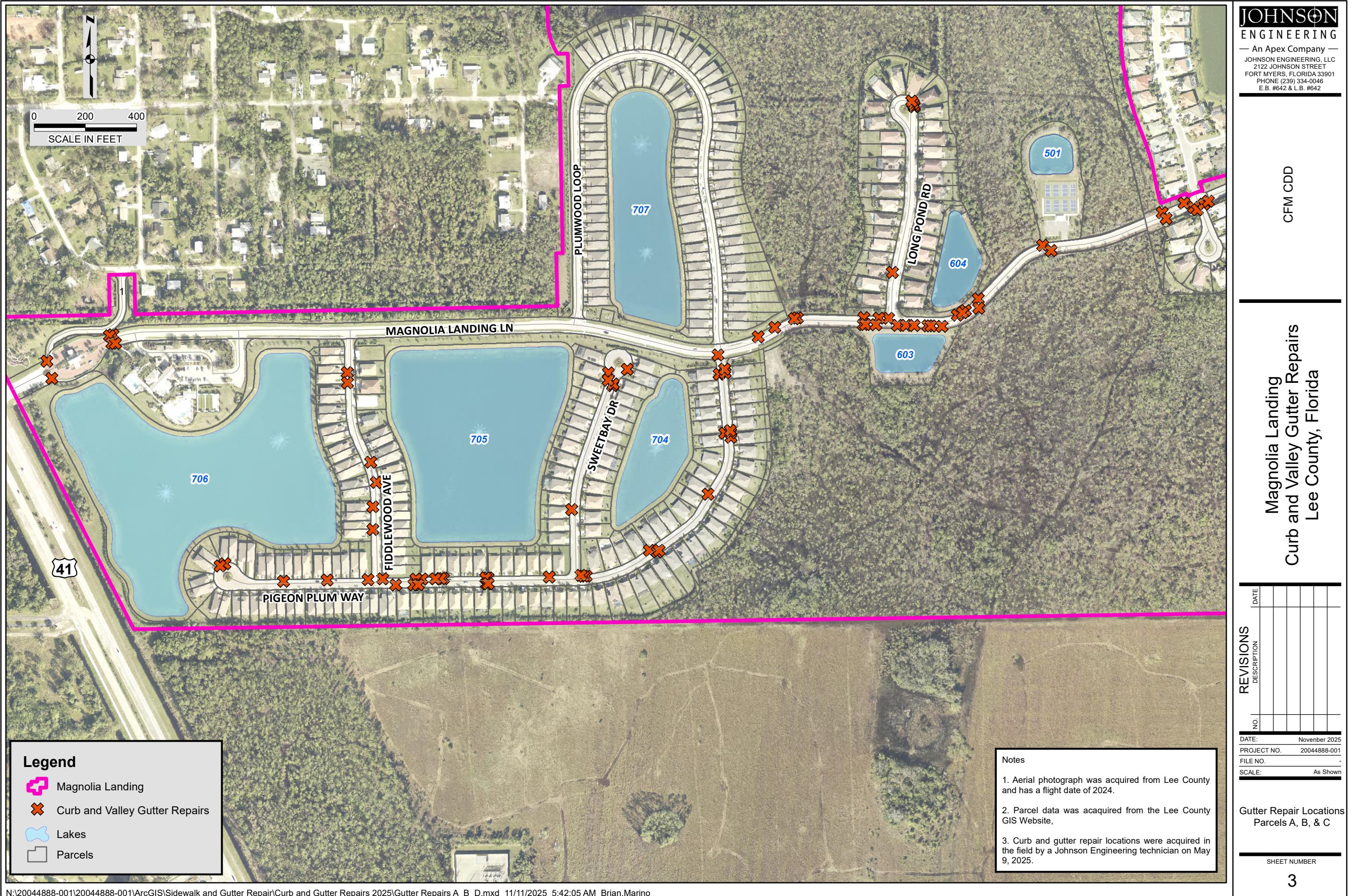
**Magnolia Landing  
Curb and Valley Gutter Repairs  
Lee County, Florida**

REVISIONS	DESCRIPTION	DATE
NO.		
DATE:	November 2025	
PROJECT NO.	20044888-001	
FILE NO.	-	
SCALE:	As Shown	

Gutter Repair Locations  
Overall Map

2





CFM CDD

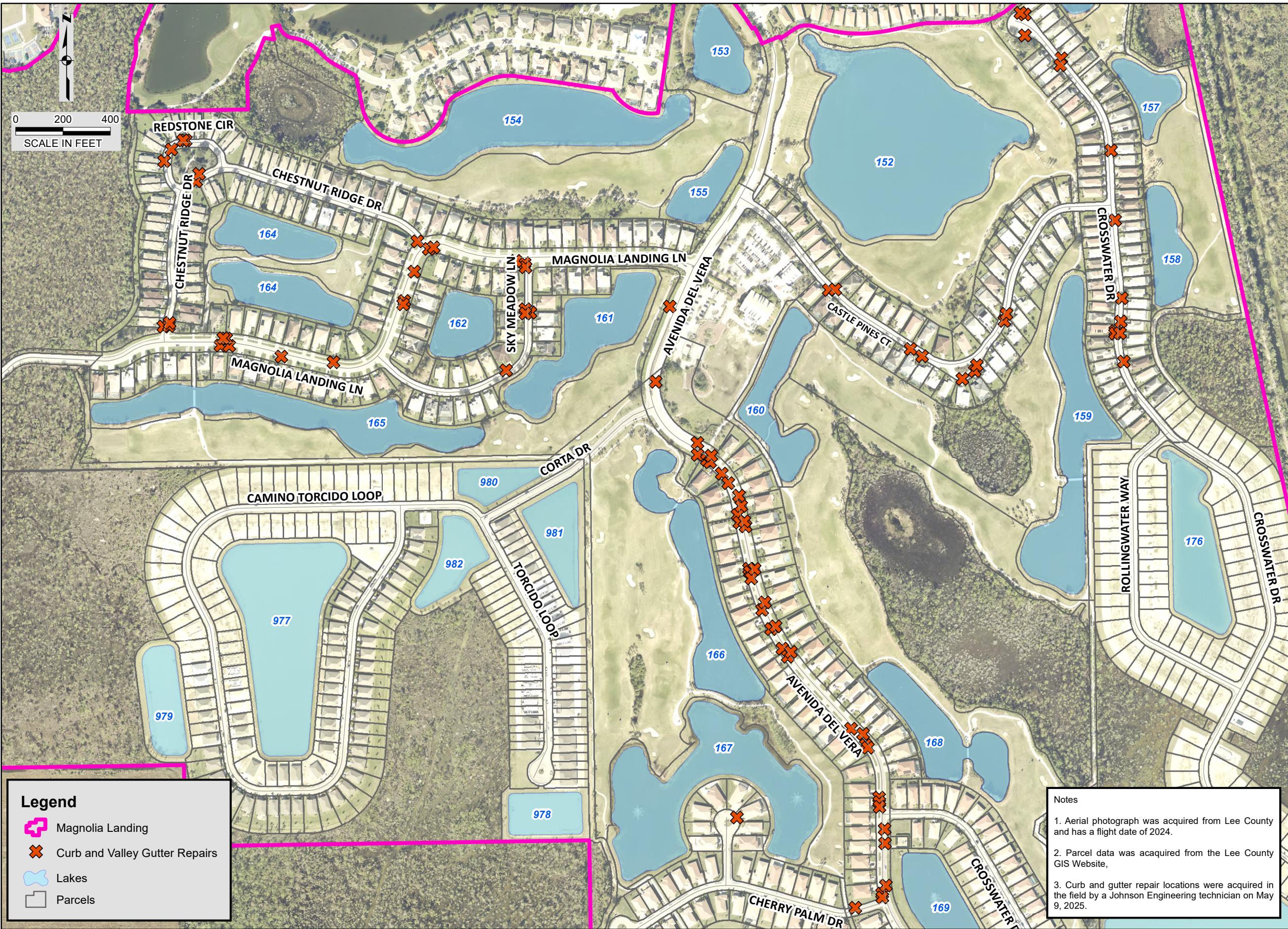
**Magnolia Landing  
Curb and Valley Gutter Repairs  
Lee County, Florida**

REVISIONS	DESCRIPTION	DATE
NO.		

DATE: November 2025  
PROJECT NO. 20044888-001  
FILE NO. -  
SCALE: As Shown

Gutter Repair Locations  
Parcels Unit 1, J, H, & I

4



**CFM COMMUNITY DEVELOPMENT DISTRICT**

**Valley and Curb Gutter Repairs**

**TABLE OF POINT REPAIR LOCATIONS**

Map_Id	Street	Type	Repair Length (FT)	Latitude	Longitude
1	Magnolia Landing Ln	Valley Gutter	4	26.75812636	-81.9236267
2	Magnolia Landing Ln	Curb Gutter	5	26.75794144	-81.92356973
3	Magnolia Landing Ln	Curb Gutter	4	26.75839873	-81.92282968
4	Magnolia Landing Ln	Curb Gutter	4	26.75838776	-81.92286994
5	Magnolia Landing Ln	Curb Gutter	4	26.75830845	-81.92284319
6	Magnolia Landing Ln	Curb Gutter	4	26.75830708	-81.9228025
7	Fiddlewood Ave	Valley Gutter	4	26.75795127	-81.92003154
8	Fiddlewood Ave	Valley Gutter	4	26.75784336	-81.92003108
9	Fiddlewood Ave	Valley Gutter	4	26.75698941	-81.91976788
10	Fiddlewood Ave	Valley Gutter	4	26.75677218	-81.91970375
11	Fiddlewood Ave	Valley Gutter	6	26.75651319	-81.91975223
12	Fiddlewood Ave	Valley Gutter	4	26.75626994	-81.91975601
13	Pidgeon Plum Way	Valley Gutter	4	26.75592874	-81.92153426
14	Pidgeon Plum Way	Valley Gutter	4	26.75590637	-81.92159221
15	Pidgeon Plum Way	Valley Gutter	4	26.75573226	-81.92083645
16	Pidgeon Plum Way	Valley Gutter	4	26.75573705	-81.92031266
17	Pidgeon Plum Way	Valley Gutter	4	26.75573319	-81.91982304
18	Pidgeon Plum Way	Valley Gutter	4	26.75573947	-81.91964857
19	Pidgeon Plum Way	Valley Gutter	4	26.7556719	-81.91949324
20	Pidgeon Plum Way	Valley Gutter	4	26.75567105	-81.91927747
21	Pidgeon Plum Way	Valley Gutter	4	26.75567014	-81.91922562
22	Pidgeon Plum Way	Valley Gutter	4	26.75573072	-81.9192506
23	Pidgeon Plum Way	Valley Gutter	4	26.75573008	-81.9191758
24	Pidgeon Plum Way	Valley Gutter	4	26.75572965	-81.91901725
25	Pidgeon Plum Way	Valley Gutter	4	26.75573171	-81.91895062
26	Pidgeon Plum Way	Valley Gutter	4	26.75573125	-81.91892196
27	Pidgeon Plum Way	Valley Gutter	4	26.75572903	-81.91838574
28	Pidgeon Plum Way	Valley Gutter	4	26.75573018	-81.91841418
29	Pidgeon Plum Way	Valley Gutter	4	26.75566942	-81.91840467
30	Pidgeon Plum Way	Valley Gutter	4	26.7556696	-81.91838481
31	Pidgeon Plum Way	Valley Gutter	4	26.75572859	-81.91765219
32	Pidgeon Plum Way	Valley Gutter	4	26.75573137	-81.91720967
33	Pidgeon Plum Way	Valley Gutter	4	26.75573157	-81.91724132
34	Pidgeon Plum Way	Valley Gutter	16	26.75574003	-81.91727205
35	Sweetbay Dr	Valley Gutter	4	26.75644711	-81.91737125
36	Sweetbay Dr	Valley Gutter	12	26.75782298	-81.91690809
37	Sweetbay Dr	Valley Gutter	4	26.75789978	-81.91690259
38	Sweetbay Dr	Valley Gutter	4	26.75778233	-81.91684737
39	Sweetbay Dr	Valley Gutter	4	26.75776467	-81.91685508
40	Sweetbay Dr	Valley Gutter	4	26.75793559	-81.91667674
41	Pidgeon Plum Way	Valley Gutter	4	26.75599569	-81.91644688
42	Pidgeon Plum Way	Valley Gutter	4	26.75597885	-81.91635536
43	Pidgeon Plum Way	Valley Gutter	4	26.75599321	-81.91633246
44	Pidgeon Plum Way	Valley Gutter	4	26.75658719	-81.91573469
45	Pidgeon Plum Way	Valley Gutter	4	26.75723576	-81.91552074
46	Pidgeon Plum Way	Valley Gutter	27	26.75719123	-81.91544932
47	Pidgeon Plum Way	Valley Gutter	4	26.75723993	-81.91545343
48	Pidgeon Plum Way	Valley Gutter	4	26.75726352	-81.91545589
49	Pidgeon Plum Way	Valley Gutter	4	26.75786506	-81.91557665
50	Pidgeon Plum Way	Valley Gutter	4	26.75788029	-81.91550665
51	Pidgeon Plum Way	Valley Gutter	4	26.75791992	-81.9155122
52	Magnolia Landing Ln	Valley Gutter	15	26.75807331	-81.915588
53	Magnolia Landing Ln	Valley Gutter	4	26.75825961	-81.91510189
54	Magnolia Landing Ln	Valley Gutter	4	26.75835623	-81.91490069
55	Magnolia Landing Ln	Valley Gutter	4	26.75845444	-81.91462807
56	Magnolia Landing Ln	Valley Gutter	4	26.75844688	-81.91466513
57	Magnolia Landing Ln	Valley Gutter	5	26.75844426	-81.91383316

Map_Id	Street	Type	Repair Length (FT)	Latitude	Longitude
58	Magnolia Landing Ln	Curb Gutter	4	26.7583725	-81.91384132
59	Magnolia Landing Ln	Curb Gutter	4	26.75837221	-81.91381491
60	Magnolia Landing Ln	Valley Gutter	84	26.75843676	-81.91365148
61	Magnolia Landing Ln	Curb Gutter	4	26.75836795	-81.91369005
62	Magnolia Landing Ln	Curb Gutter	4	26.75835753	-81.91343091
63	Magnolia Landing Ln	Valley Gutter	17	26.75843417	-81.91353654
64	Long Pond Dr	Valley Gutter	4	26.75892416	-81.91348075
65	Long Pond Dr	Valley Gutter	4	26.76069023	-81.91318704
66	Long Pond Dr	Valley Gutter	6	26.76070524	-81.9131901
67	Long Pond Dr	Valley Gutter	4	26.760727	-81.91319969
68	Long Pond Dr	Valley Gutter	4	26.76075149	-81.91321605
69	Magnolia Landing Ln	Curb Gutter	4	26.75835496	-81.91332841
70	Magnolia Landing Ln	Curb Gutter	4	26.75835254	-81.91323052
71	Magnolia Landing Ln	Curb Gutter	4	26.75834689	-81.91306784
72	Magnolia Landing Ln	Curb Gutter	4	26.75834543	-81.91303066
73	Magnolia Landing Ln	Curb Gutter	4	26.75833854	-81.91289967
74	Magnolia Landing Ln	Valley Gutter	4	26.75845496	-81.91271236
75	Magnolia Landing Ln	Valley Gutter	4	26.7584804	-81.91265058
76	Magnolia Landing Ln	Valley Gutter	4	26.75850155	-81.91261435
77	Magnolia Landing Ln	Curb Gutter	4	26.75852722	-81.91245477
78	Magnolia Landing Ln	Curb Gutter	4	26.7586267	-81.91245902
79	Magnolia Landing Ln	Valley Gutter	4	26.75918617	-81.91167879
80	Magnolia Landing Ln	Curb Gutter	4	26.75912784	-81.91157731
81	Magnolia Landing Ln	Valley Gutter	4	26.75951294	-81.91023784
82	Magnolia Landing Ln	Valley Gutter	14	26.75945056	-81.91019228
83	Magnolia Landing Ln	Valley Gutter	4	26.75961196	-81.90997543
84	Magnolia Landing Ln	Valley Gutter	6	26.75956536	-81.90986145
85	Magnolia Landing Ln	Valley Gutter	5	26.75953949	-81.90981792
86	Magnolia Landing Ln	Valley Gutter	4	26.7595962	-81.90973704
87	Magnolia Landing Ln	Valley Gutter	4	26.75962892	-81.90968267
88	Magnolia Landing Ln	Curb Gutter	4	26.75988763	-81.90776239
89	Chestnut Ridge Dr	Valley Gutter	4	26.76028798	-81.90422046
90	Chestnut Ridge Dr	Valley Gutter	4	26.76029578	-81.90415047
91	Chestnut Ridge Dr	Valley Gutter	4	26.76033047	-81.90414033
92	Chestnut Ridge Dr	Valley Gutter	5	26.76196556	-81.90376352
93	Chestnut Ridge Dr	Valley Gutter	4	26.76205186	-81.90372305
94	Redstone Cir	Valley Gutter	4	26.76220297	-81.90417544
95	Redstone Cir	Valley Gutter	4	26.76244128	-81.90392256
96	Redstone Cir	Valley Gutter	4	26.76233842	-81.904075
97	Redstone Cir	Valley Gutter	4	26.76244069	-81.90389046
98	Magnolia Landing Ln	Valley Gutter	4	26.7601409	-81.90344638
99	Magnolia Landing Ln	Valley Gutter	4	26.76013758	-81.90340765
100	Magnolia Landing Ln	Valley Gutter	4	26.76005322	-81.90337027
101	Magnolia Landing Ln	Valley Gutter	4	26.76005787	-81.90348526
102	Magnolia Landing Ln	Valley Gutter	4	26.75991819	-81.90269813
103	Magnolia Landing Ln	Valley Gutter	4	26.75984225	-81.90202216
104	Magnolia Landing Ln	Valley Gutter	4	26.76053729	-81.90109078
105	Magnolia Landing Ln	Valley Gutter	4	26.76049892	-81.90110571
106	Magnolia Landing Ln	Valley Gutter	4	26.76087457	-81.90095465
107	Magnolia Landing Ln	Valley Gutter	4	26.76122437	-81.90090803
108	Magnolia Landing Ln	Valley Gutter	13	26.76113444	-81.90076159
109	Magnolia Landing Ln	Valley Gutter	4	26.76115176	-81.90069847
110	Sky Meadow Ln	Valley Gutter	4	26.7597149	-81.8997845
111	Sky Meadow Ln	Valley Gutter	4	26.76037714	-81.89945531
112	Sky Meadow Ln	Valley Gutter	4	26.76041867	-81.89951987
113	Sky Meadow Ln	Valley Gutter	4	26.76036832	-81.89952072
114	Magnolia Landing Ln	Valley Gutter	11	26.76097829	-81.89963441

Map_Id	Street	Type	Repair Length (FT)	Latitude	Longitude
115	Sky Meadow Ln	Valley Gutter	4	26.76090388	-81.89950892
116	Magnolia Landing Ln	Valley Gutter	4	26.76095082	-81.89952027
117	Crosswater Dr	Valley Gutter	4	26.76375258	-81.89303465
118	Crosswater Dr	Valley Gutter	4	26.76373274	-81.89297752
119	Crosswater Dr	Valley Gutter	4	26.76348996	-81.89298058
120	Crosswater Dr	Valley Gutter	4	26.76321935	-81.8925149
121	Crosswater Dr	Valley Gutter	4	26.76313837	-81.89252831
122	Crosswater Dr	Valley Gutter	4	26.76213998	-81.89189045
123	Crosswater Dr	Valley Gutter	4	26.76133196	-81.89185301
124	Crosswater Dr	Valley Gutter	4	26.76042849	-81.89178181
125	Crosswater Dr	Valley Gutter	4	26.76015813	-81.89180212
126	Crosswater Dr	Valley Gutter	4	26.76004838	-81.89187596
127	Crosswater Dr	Valley Gutter	4	26.7600197	-81.89187766
128	Crosswater Dr	Valley Gutter	4	26.76002342	-81.89181341
129	Castle Pine Ct	Valley Gutter	4	26.76018908	-81.89331126
130	Crosswater Dr	Valley Gutter	4	26.75969268	-81.89177192
131	Castle Pine Ct	Valley Gutter	4	26.7602688	-81.89328345
132	Castle Pine Ct	Valley Gutter	8	26.75968018	-81.89367788
133	Castle Pine Ct	Valley Gutter	4	26.75961197	-81.89370613
134	Castle Pine Ct	Valley Gutter	4	26.75952323	-81.89386936
135	Castle Pine Ct	Valley Gutter	4	26.75979443	-81.89438671
136	Castle Pine Ct	Valley Gutter	4	26.75988183	-81.89453277
137	Castle Pine Ct	Valley Gutter	4	26.76058541	-81.89549564
138	Castle Pine Ct	Valley Gutter	4	26.7605811	-81.89558098
139	Avenida Del Vera	Curb Gutter	12	26.76042166	-81.89764752
140	Avenida Del Vera	Curb Gutter	4	26.75955109	-81.89784765
141	Avenida Del Vera	Curb Gutter	4	26.75883644	-81.89731881
142	Avenida Del Vera	Valley Gutter	4	26.75869688	-81.89731986
143	Avenida Del Vera	Valley Gutter	10	26.75863562	-81.89720037
144	Avenida Del Vera	Valley Gutter	27	26.75868314	-81.89714264
145	Avenida Del Vera	Valley Gutter	7	26.75861013	-81.89715995
146	Avenida Del Vera	Valley Gutter	4	26.75847485	-81.89701182
147	Avenida Del Vera	Valley Gutter	6	26.75836449	-81.89692912
148	Avenida Del Vera	Valley Gutter	16	26.75821577	-81.89679335
149	Avenida Del Vera	Valley Gutter	4	26.75809534	-81.89676556
150	Avenida Del Vera	Valley Gutter	9	26.75799651	-81.89681236
151	Avenida Del Vera	Valley Gutter	6	26.75790585	-81.89679288
152	Avenida Del Vera	Valley Gutter	6	26.75786105	-81.89671343
153	Avenida Del Vera	Valley Gutter	4	26.75791938	-81.89672768
154	Avenida Del Vera	Valley Gutter	6	26.75736831	-81.89667849
155	Avenida Del Vera	Valley Gutter	4	26.75733153	-81.89666924
156	Avenida Del Vera	Valley Gutter	6	26.7573639	-81.89660695
157	Avenida Del Vera	Valley Gutter	5	26.75725578	-81.8966513
158	Avenida Del Vera	Valley Gutter	4	26.75697548	-81.89648001
159	Avenida Del Vera	Valley Gutter	4	26.75688995	-81.89651783
160	Avenida Del Vera	Valley Gutter	4	26.75666371	-81.89640424
161	Avenida Del Vera	Valley Gutter	4	26.75669461	-81.89634608
162	Avenida Del Vera	Valley Gutter	4	26.75643678	-81.8962644
163	Avenida Del Vera	Valley Gutter	4	26.75639618	-81.89615289
164	Avenida Del Vera	Valley Gutter	9	26.75634202	-81.89619507
165	Avenida Del Vera	Valley Gutter	4	26.75549324	-81.89538953
166	Avenida Del Vera	Valley Gutter	6	26.75543231	-81.89523526
167	Avenida Del Vera	Valley Gutter	12	26.75527314	-81.89517451
168	Avenida Del Vera	Valley Gutter	6	26.75530281	-81.89520058
169	Avenida Del Vera	Valley Gutter	7	26.75469272	-81.89503929
170	Avenida Del Vera	Valley Gutter	6	26.75463946	-81.89503799
171	Avenida Del Vera	Valley Gutter	4	26.75458431	-81.8950387

Map_Id	Street	Type	Repair Length (FT)	Latitude	Longitude
172	Avenida Del Vera	Valley Gutter	17	26.75432532	-81.89497558
173	Avenida Del Vera	Valley Gutter	4	26.75415923	-81.89497477
174	Avenida Del Vera	Valley Gutter	5	26.75367282	-81.89497117
175	Avenida Del Vera	Valley Gutter	15	26.75358133	-81.89502158
176	Avenida Del Vera	Valley Gutter	4	26.75353461	-81.89502104
177	Cherry Palm Dr	Valley Gutter	4	26.75342077	-81.89537277
178	Cherry Flower Ct	Valley Gutter	4	26.75449027	-81.89688946
		<b>TOTAL =</b>	<b>1014</b>		

**TECHNICAL SPECIFICATIONS  
FOR  
CFM COMMUNITY DEVELOPMENT DISTRICT  
Valley and Curb Gutter Repairs**

## SECTION I

### GENERAL

Construction for the following project:

- **CFM Community Development District** Valley and Curb Gutter Repairs as described in the bid documents herein.

Shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 Edition including Sections 1 - Definitions and Terms, 5 - Control of Work and 6 - Control of Materials from Division I, Division II in its entirety, and Division III in its entirety, as amended on or before FY 2025-26 found at:

- FDOT Standard Specifications for Road and Bridge Construction FY 2025-26

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook-compressed.pdf?sfvrsn=a07d3f95\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook-compressed.pdf?sfvrsn=a07d3f95_2)

- FDOT FY 2025-26 Standard Plans

<https://www.fdot.gov/design/standardplans/2026/standard-plans-fy-2025-26>

**Attachment 1**

**CFM COMMUNITY DEVELOPMENT DISTRICT**

**Valley and Curb Gutter Repairs**

**FDOT Standard Specifications for Road and Bridge Construction**

**Section 520**

**Concrete Gutter, Curb Elements,  
and Traffic Separator**

## SECTION 520

### CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR

#### **520-1 Description.**

Construct portland cement concrete curb. Curb will include concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, curb for sidewalk curb ramps and driveways, and any other types of concrete curb not specified in other Sections.

#### **520-2 Materials.**

**520-2.1 Concrete:** Use concrete meeting the requirements of Section 347.

**520-2.2 Reinforcement:** For all steel reinforcement required by the Plans, meet the requirements of Section 415.

**520-2.3 Joint Materials:** Meet the requirements of Section 932.

**520-2.4 Toll Header Curb Concrete:** Use concrete meeting the requirements of Section 346, Class II.

#### **520-3 Forms.**

**520-3.1 Form Materials:** Construct forms for this work of either wood or metal. Provide forms that are straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, use flexible forms.

**520-3.2 Depth of Forms:** Ensure that forms have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

**520-3.3 Machine Placement:** The Contractor may place these items by machine methods with the approval of the Engineer provided that the Contractor consistently produces an acceptable finished product, true to line, grade, and cross section.

#### **520-4 Excavation.**

Excavate to the required depth, and compact the foundation material upon which these items are to be placed as specified in 120-9.

#### **520-5 Placing Concrete.**

Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the structure can be floated smooth and the edges rounded to the radius shown in the Plans.

#### **520-6 Joints.**

**520-6.1 Contraction Joints:** Except for machine placed items, the Contractor may form joints by using dummy joints (either formed or sawed) or by using sheet metal templates. If using sheet metal templates, ensure that they are of the dimensions, and are set to the lines, shown in the Plans. Hold templates firmly while placing the concrete. Leave templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place.

Saw contraction joints, for machine placed items, unless the Engineer approves an alternate method. Saw the joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.

Space contraction joints at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length.

**520-6.2 Expansion Joints:** Construct expansion joints at all inlets, at all radius points, and at other locations indicated in the Plans. Locate them at intervals of 500 feet between other expansion joints or ends of a run. Ensure that the joint is 1/2 inch in width.

## **520-7 Finishing.**

**520-7.1 Repair of Minor Defects:** Remove the forms within 24 hours after placing the concrete, and then fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. The Engineer will not allow plastering on the face of the curb. Remove and replace any rejected curb, curb and gutter, or valley gutter without additional compensation.

**520-7.2 Final Finish:** Finish all exposed surfaces while the concrete is still green. In general, the Engineer will only require a brush finish. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require the Contractor to rub the curb to a smooth surface with a soft brick or wood block, using water liberally. Also, if necessary to provide a suitable surface, the Engineer may require the Contractor to rub further, using thin grout or mortar.

**520-7.3 Imprinted Concrete:** Install imprinted concrete as shown in the Plans.

## **520-8 Curing.**

**520-8.1 General:** Continuously cure the concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material removed or damaged during the 72 hour period.

After removing the forms, cure the surfaces exposed by placing a berm of moist earth against them or by any of the methods described below, for the remainder of the 72 hour curing period.

**520-8.2 Wet Burlap Method:** Place burlap, as specified in 925-1, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the burlap securely in place such that it will be in continuous contact with the concrete at all times, and do not allow any earth between the burlap surfaces at laps or between the burlap and the concrete. Saturate the burlap with water before placing it, and keep it thoroughly wet throughout the curing period.

**520-8.3 Membrane Curing Compound Method:** Apply clear membrane curing compound or white pigmented curing compound, as specified in 925-2, by a hand sprayer meeting the requirements of 350-3.10, in a single coat continuous film at a uniform coverage of at least one gallon per 200 square feet. Immediately recoat any cracks, checks, or other defects appearing in the coating. Thoroughly agitate the curing compound in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

**520-8.4 Polyethylene Sheeting Method:** Place polyethylene sheeting, as specified in 925-3, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

## **520-9 Backfilling and Compaction.**

After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of the curb to the required elevation with suitable material. Place and thoroughly compact the material in layers not thicker than 6 inches.

## **520-10 Surface Requirements.**

**520-10.1 Straightedge:** Test the gutter section of curb and gutter with a 10 foot straightedge laid parallel to the centerline of the roadway and while the concrete is still plastic. Perform straightedging along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section, as directed by the Engineer. Immediately correct irregularities in excess of 1/4 inch.

**520-10.2 Elevation and Cross Slope:** Place curb and gutter so the calculated actual roadway or shoulder cross slope to be placed within the curb and gutter is within +/- 0.2% of the calculated design cross slope for that location. Once per 500 feet, check the elevation of lip of curb and gutter and calculate actual cross slope between curb and gutter on each side of a lane or set of adjacent lanes. Perform these checks prior to placement of the curb and gutter and adjust to ensure cross slope tolerance is met. After placement and curing of curb and gutter, perform the above checks again. Correct any curb and gutter found to be outside the cross slope tolerance described above.

## **520-11 Method of Measurement.**

For curb or curb and gutter, the quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb or curb and gutter. Curb for sidewalk curb ramps or driveways will be paid at the Contract unit price for the adjacent curb type.

For valley gutter or shoulder gutter, the quantity to be paid will be the plan quantity, in feet, measured along the gutter line of the completed and accepted valley gutter or shoulder gutter.

For concrete traffic separator of constant width, meeting the requirements of Standard Plans, Index 520-020, the quantity to be paid will be the plan quantity, in feet, measured along the center of its width, completed and accepted, including the length of the nose.

For concrete traffic separator of nonstandard or varying width, the quantity to be paid will be the plan quantity, in square yards, completed and accepted.

For curb of any type next to concrete pavement, the curb-pavement joint quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb.

## **520-12 Basis of Payment.**

**520-12.1 Concrete Gutter, Curb Elements, and Traffic Separator:** Price and payment will be full compensation for all work specified in this Section, including reinforcement steel, dowels, asphalt pavement and base under traffic separator, joint materials and asphalt curb pad.

**520-12.2 Excavation:** Excavation for new installations will be paid for as roadway excavation in accordance with 120-12.2.

**520-12.3 Payment Items:** Payment will be made under:

- Item No. 520- 1- Concrete Curb and Gutter - per foot.
- Item No. 520- 2- Concrete Curb - per foot.
- Item No. 520- 3- Concrete Valley Gutter - per foot.

Item No. 520- 4-	Curb-Concrete Pavement Joint - per foot.
Item No. 520- 5-	Concrete Traffic Separator - per foot.
Item No. 520- 6-	Concrete Shoulder Gutter - per foot.
Item No. 520- 70-	Concrete Traffic Separator - per square yard.

**Attachment 2**

**CFM COMMUNITY DEVELOPMENT DISTRICT**

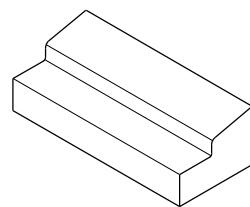
**Valley and Curb Gutter Repairs**

**FDOT Standard Plans  
Index 520  
Curb and Gutter**

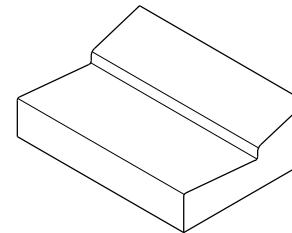
**GENERAL NOTES:**

1. For curb, gutter and curb & gutter provide  $\frac{1}{8}$ " -  $\frac{1}{4}$ " contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.
2. Locate expansion joints for curb, gutter and curb & gutter in accordance with Specification 520.

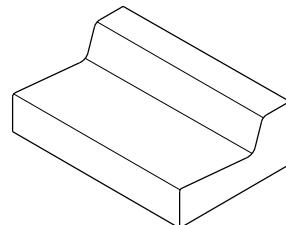
TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Concrete Curb and Gutter
3	Curb and Gutter Joints and Endings, Concrete Bumper Guard, and Asphaltic Concrete Curb



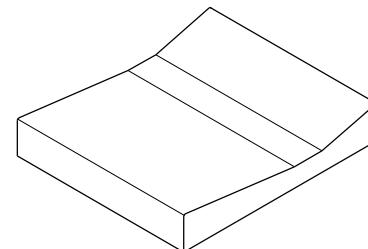
TYPE A



TYPE E

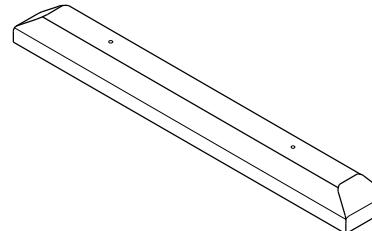


TYPE F

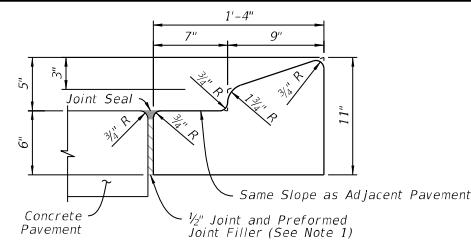


SHOULDER GUTTER

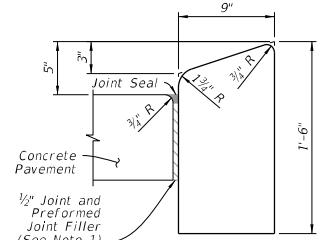
===== TYPE A, TYPE E, TYPE F, AND SHOULDER GUTTER =====  
(Other Types Similar)



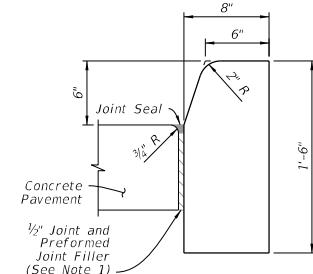
===== CONCRETE BUMPER GUARD =====



**TYPE A**



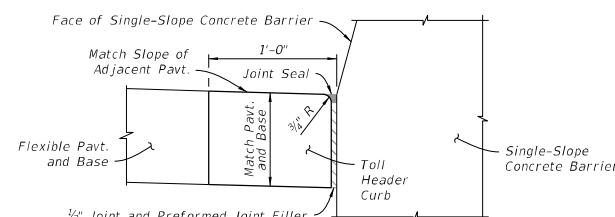
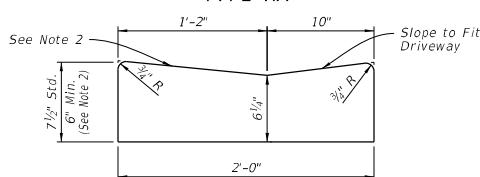
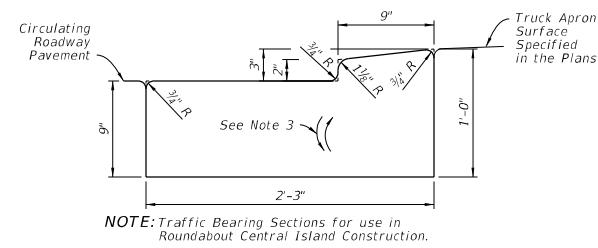
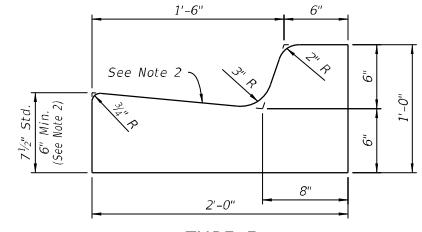
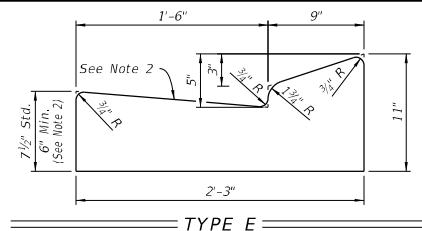
**TYPE B**



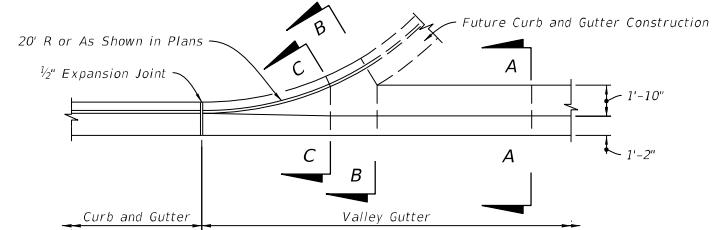
**TYPE D**

**NOTES:**

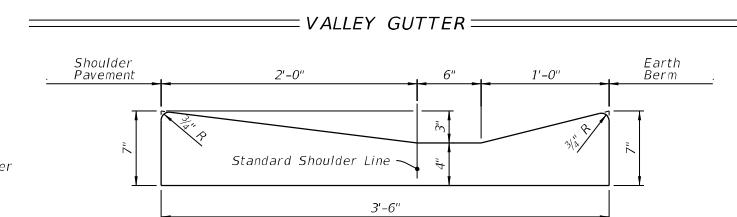
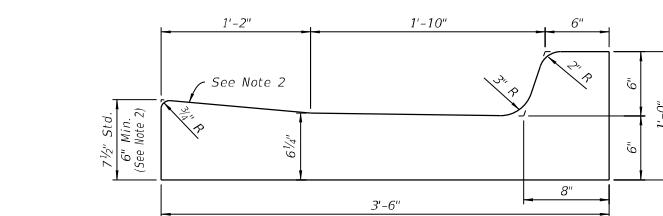
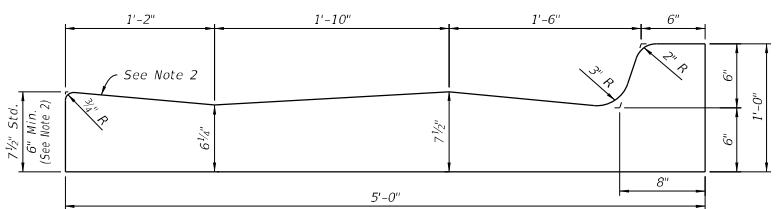
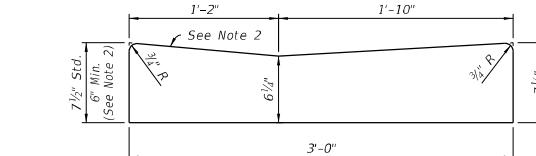
1. For Type A, Type B, and Type D Curb: Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 3.
2. For Type E, Type F, Drop Curb, and Valley Gutter: When used on high side of roadways, match the cross slope of the gutter to the cross slope of the adjacent pavement. The thickness of the lip is 6", unless otherwise shown on Plans.
3. For Type RA, rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.
4. For details depicting usage of Type A Curb adjacent to flexible pavement see Sheet 3.



NOTE: See the toll site details for conduit requirements.



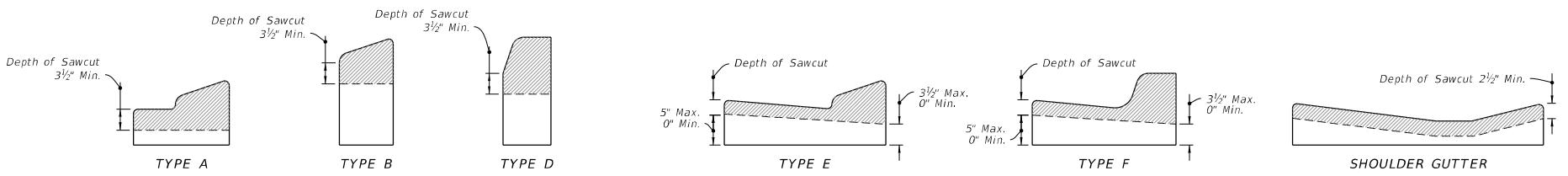
**PLAN VIEW**



**SHOULDER GUTTER**

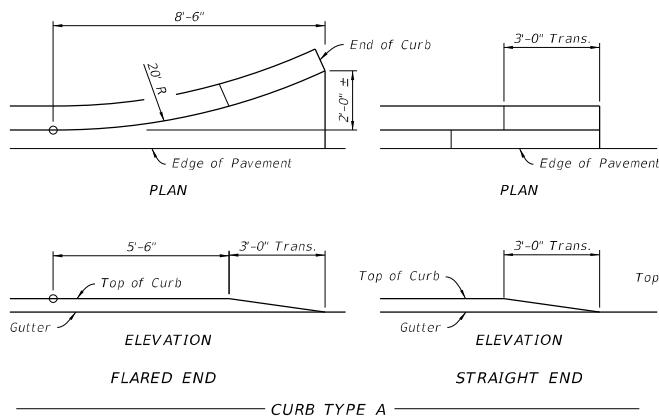
**CONCRETE CURB AND GUTTER**

LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 2 of 3
11/01/21					



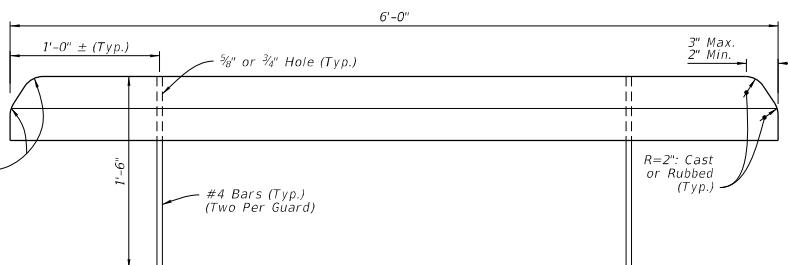
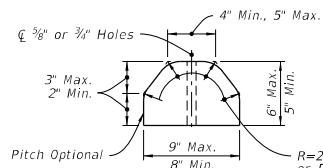
NOTE: Sawcuts should be avoided within valley gutter and within curb and gutter endings.

#### CONTRACTION JOINTS IN CURB



NOTE: Ends of Type B and D Curb transition from full to zero heights in 3 ft.

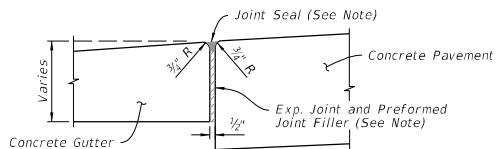
#### CURB AND CURB & GUTTER ENDINGS



#### CONCRETE BUMPER GUARD

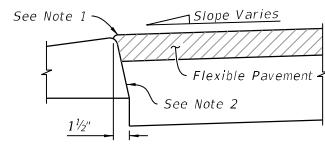
#### CURB AND GUTTER JOINTS AND ENDINGS, CONCRETE BUMPER GUARD, AND ASPHALTIC CONCRETE CURB

LAST REVISION 11/01/21	DESCRIPTION: FDOT FY 2025-26 STANDARD PLANS	CURB AND GUTTER	INDEX 520-001	SHEET 3 of 3
---------------------------	--	-----------------	------------------	-----------------



NOTE: Joint Seal application applies to both high and low sides of pavement, low side shown.

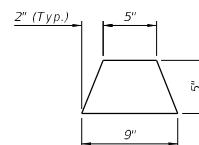
#### EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



#### NOTES:

1. Surface on Low Side of Pavement to be 1/4" Above Lip of Gutter. Surface on High Side to be Flush With Lip of Curb or Curb & Gutter.
2. Applies to both high and low sides of pavement, low side shown. Applies to shoulder gutter only where adjoining traffic lanes.

#### CURB AND GUTTER AND TYPE A CURB ADJACENT TO FLEXIBLE PAVEMENT



#### ASPHALTIC CONCRETE CURB

CFM Community Development District								
Valley and Curb Gutter Repairs								
BID SUMMARY								
Bid Opening Date: December 9, 2025			Paramount Asphalt Sealing Corp			Collier Paving		Bonnes Inc.
ITEM	UNIT	ESTIMATED QUANTITY	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Mobilization	LS	1	\$1,500.00	\$1,500.00	\$4,816.00	\$4,816.00	\$3,962.19	\$3,962.19
Maintenance of Traffic	LS	1	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$3,464.55	\$3,464.55
Concrete Valley Gutter - Remove and Replace	LF	921	\$40.00	\$36,840.00	\$57.68	\$53,123.28	\$53.05	\$48,859.05
Concrete Curb Gutter - Remove and Replace	LF	93	\$40.00	\$3,720.00	\$63.44	\$5,899.92	\$134.63	\$12,520.59
<b>BID TOTAL</b>				<b>\$43,560.00</b>		<b>\$64,939.20</b>		<b>\$68,806.38</b>

## CFM Paving Contractors & Bid Tracking

Bid Notice to	Contact	Email	Phone	Cell Phone	Notification sent on	Contractor on:	Contractor on:	from Contractor	RFP & Confirmation			REVISED
									RFP from	Form sent to	Form	
									Request for	Confirmation	Confirmation	
1 Ajax	Lee Strauss	<a href="mailto:lstrauss@ajaxpaving.com">lstrauss@ajaxpaving.com</a>						11/25/2025				
2 Bonness	Chad Unger	<a href="mailto:rrojas@bonnessinc.com">rrojas@bonnessinc.com</a> <a href="mailto:cunger@bonnessinc.com">cunger@bonnessinc.com</a> <a href="mailto:estimating@bonnessinc.com">estimating@bonnessinc.com</a> <a href="mailto:jdean@bonnessinc.com">jdean@bonnessinc.com</a>		239-631-6631				11/25/2025				12/9/2025
3 Collier Paving /Southern Stripping	J Alex DeMarco	<a href="mailto:alex@collierpave.com">alex@collierpave.com</a>	239-591-5903					11/25/2025				12/8/2025
4 Paramount Asphalt & Sealcoating Corp	Nick Rivenburg	<a href="mailto:estimate@paramountsealcoating.com">estimate@paramountsealcoating.com</a>	239-348-0777					11/25/2025				12/4/2025
5 Preferred Materials	Craig Ketron	<a href="mailto:craig.ketron@preferredmaterials.com">craig.ketron@preferredmaterials.com</a>	239-561-5980					11/25/2025				
6 McShea Contracting		<a href="mailto:info@mcsheacontracting.com">info@mcsheacontracting.com</a>	239-368-5200					11/25/2025				
7 DMI Paving & Sealcoating		<a href="mailto:info@driveway.net">info@driveway.net</a>	800-432-1191					11/25/2025				
8 Proven Paving Contractors		<a href="mailto:sales@acmepaving.net">sales@acmepaving.net</a>	239-574-7477					11/25/2025				
9 Gator Construction	Jerry Ward	<a href="mailto:jerry@mygatorconstruction.com">jerry@mygatorconstruction.com</a>	239-707-7581					11/25/2025				
10 Russ Berner Construction	Russ Berner	<a href="mailto:estimates@russbernerconstruction.com">estimates@russbernerconstruction.com</a> <a href="mailto:eric@russbernerconstruction.com">eric@russbernerconstruction.com</a> <a href="mailto:doug@russbernerconstruction.com">doug@russbernerconstruction.com</a>	239-694-5351					11/25/2025				

**Paramount Asphalt & Sealcoating**

1110 Pine Ridge Rd Suite 204

Naples, FL 34108

+15182697165

Nick@paramountsealcoating.com

www.ParamountSealcoating.com

**Estimate****ADDRESS**

Johnson Engineering

Magnolia Landing Curb

and VG Replacement

N Ft Myers FL

**ESTIMATE # 24650****DATE 12/16/2025****EXPIRATION 01/31/2026****DATE**

DESCRIPTION	QTY	RATE	AMOUNT
Mobilization	1	1,500.00	1,500.00
Maintenance of Traffic	1	1,500.00	1,500.00
Concrete Valley Gutter – Remove & Replace	921	40.00	36,840.00
Concrete Curb Gutter – Remove & Replace	93	40.00	3,720.00
<hr/>		<b>TOTAL</b>	<b>\$43,560.00</b>

Accepted By

Accepted Date

# CONSTRUCTION CONTRACT DOCUMENTS

FOR

**CFM COMMUNITY DEVELOPMENT DISTRICT**

**VALLEY & CURB GUTTER REPAIRS**



*PREPARED FOR:*



CFM COMMUNITY DEVELOPMENT DISTRICT  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912

*PREPARED BY:*

**JOHNSON**  
ENGINEERING  
- An Apex Company-

2122 Johnson Street  
Fort Myers, Florida 33901

**November 25, 2025**

20044888-001

## **TABLE OF CONTENTS**

	<u>Pages</u>
<b>CONSTRUCTION CONTRACT DOCUMENTS</b>	
Bid Tabulation Form.....	P-1 - P-3
Agreement - Valley & Curb Gutter Repairs.....	A-1 - A-11
General Conditions .....	GC-1 - GC-18
Special Conditions .....	SC-1 - SC-2
Exhibit A - Scope of Work .....	SW-1 - SW-2
Map Set .....	M-1
Table of Point Repair Locations.....	PRL-1
Technical Specifications.....	TS-1 - TS-2

## **ATTACHMENTS**

1. FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 Section 520 - Concrete Gutter

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook-compressed.pdf?sfvrsn=a07d3f95\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2025-26/ebook/2025-26-ebook-compressed.pdf?sfvrsn=a07d3f95_2)

2. FDOT FY 2025-26 Standard Plans Index 520 Curb & Gutter

<https://www.fdot.gov/design/standardplans/2026/standard-plans-fy-2025-26>

## **CFM COMMUNITY DEVELOPMENT DISTRICT**

### **Valley & Curb Gutter Repairs**

#### **Bid Tabulation Form**

#### **SECTION 2.00**

**CONTRACTOR: (CONTRACTOR)**

FOR: The PROJECT officially known as ***CFM Community Development District Valley & Curb Gutter Repairs*** - consists of:

- (1) Removal and replacement/repair of concrete valley gutter and concrete curb gutter at various locations throughout the community.

TO: Belinda Blandon,  
CFM Community Development District  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912

Mrs. Blandon:

We have examined the local conditions affecting the work, all the Contract Documents on file, including the instructions to Bidders, this Proposal form, the General Conditions, Special Conditions, Agreement, and the Detailed Specifications, Plans and all addenda and exhibits for the above-described project, and the site of the work, and hereby propose and agree:

#### **2.01 UNIT PRICE BID**

To furnish all labor, material, tools, equipment, plant, utility, transportation services, and insurance; pay any and all applicable sales, use, excise or similar tax; and provide everything necessary to perform and complete in a workmanlike manner, the **CFM Community Development District Valley and Curb Gutter Repairs Project** in accordance with the bid documents, exhibits, and specifications listed herein.

These specifications shall be followed as if included herein:

- FDOT Standard Specifications for Road and Bridge Construction FY 2025-26  
Section 520 - Concrete Gutter (See Attachment 1)
- FDOT FY 2025-26 Standard Plans Index 520 Curb & Gutter (See Attachment 2)

**CFM COMMUNITY DEVELOPMENT DISTRICT**

**VALLEY & CURB GUTTER REPAIRS**

**BID TABULATION**

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
Mobilization/Demobilization	LS	1	\$4,816.00	\$ 4,816.00
Maintenance of Traffic	LS	1	\$1,100.00	\$ 1,100.00
Concrete Valley Gutter - Remove and Replace	LF	921	\$57.68	\$ 53,123.28
Concrete Curb Gutter - Remove and Replace	LF	93	\$63.44	\$ 5,899.92
<b>TOTAL =</b>				<b>\$64,939.20</b>

**2.02 EXTRA WORK**

To do any and all extra work, as defined in the General Conditions, which may be ordered by the Engineer or the Owner and to accept as full compensation, therefore such prices as are determined pursuant to the provisions of the General Conditions.

Alternates are items of work which at the direction of the Engineer may replace or be required to be performed. The selection of an alternate material or procedure is to be performed in the same workmanlike manner as the standard bid items. The contractor may be requested to provide a unit price to perform or provide an alternate item(s).

**2.03 COMPLETION SCHEDULE**

Award Contract:	January 5, 2026
Commence Construction:	January 19, 2026
Substantial Completion:	March 5, 2026
Construction Completion:	March 12, 2026

## 2.04 SUBCONTRACTOR LISTING

To employ the following listed Subcontractors for the following enumerated classes of work:

<b>SUBCONTRACTOR</b>	<b>CLASS OF WORK</b>
Naples Hauling, LLC	Hauling

## 2.05 INCIDENTAL WORK

Items of work or materials required whether or not shown on the Contract Plans for the proper installation and construction of items bid under this contract and for which no units are listed on the proposal shall be considered as incidental to the items bid and the cost included therein.

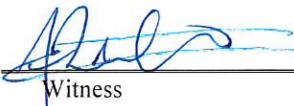
IN WITNESS WHEREOF, the Proposal is executed this 9th day of December, 2025

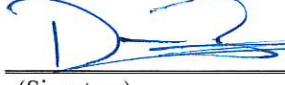
(NOTE: Attach any necessary Power of Attorney.)

IN THE PRESENCE OF:

**(CONTRACTOR)**

By: Daniel Banks, President  
**Printed Name & Title**  
**Address** 16900 Gator Rd  
**Address** Fort Myers, FL 33912  
**Email:** estimating@collierpave.com  
**Phone:** 239-591-5903

By:   
Witness

By:   
(Signature)



1900 Seward Avenue  
Naples, FL 34109

www.BonnessInc.com  
info@BonnessInc.com

TEL (239) 597-6221  
FAX (239) 597-7416

FL# CUC1224797  
FL# CBC059904

**Date:** 12/9/2025

## Proposal

**Submitted To:** Magnolia Landing

**Estimate Number:** 234422025

**Address:** 3000 Magnolia Landing Ln  
North Fort Myers 33917

**Project:** Magnolia Landing

**Contact:** Mark A. Zordan

**Project Location:** 3000 Magnolia Landing Ln

**Phone:**

**Project City, State:** North Fort Myers, FL

**Email:** maz@johnsoneng.com

**Engineer/Architect:** Johnson Engineering

Thank You for Considering Bonness Inc.

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	Mobilization/Demobilization	1.00	LS	\$3,962.19	\$3,962.19
2	2	Maintenance Of Traffic	1.00	LS	\$3,464.55	\$3,464.55
3	3	Concrete Valley Gutter - Remove And Replace	921.00	LF	\$53.05	\$48,859.05
4	4	Concrete Curb Gutter - Remove And Replace	93.00	LF	\$134.63	\$12,520.59
						<b>Total Bid Price:</b> <b>\$68,806.38</b>

**Notes:**

- This proposal is good for 30 days and for listed items only.
- Proposal based on plans by JOHNSON ENGINEERING, LLC PROJECT NO. 20044888-001
- Any deviation of contracted work will require an executed change order prior to commencement of work.
- Asphalt and concrete removals are based on Florida Industry Standards 1-1/2" (asphalt) and 4" (concrete) thicknesses. Any additional removals will require an approved change order.
- **Material Escalation:** If, during the course of construction there is a significant increase in the cost of materials, an equitable adjustment will be made to the contract amount. Contractor shall not be held liable for costs associated with material delays and/or shortages.
- **Warranty:** Bonness will warranty all work performed, and all materials furnished, in connection with the project to be free from all defects in material and workmanship for a period of one year from substantial completion date and agrees to remedy all defects arising within that period at no additional costs to the client. The term \"defects\" shall not be construed as embracing damage arising from misuse, negligence, acts of God, normal wear and tear, or failure to follow cleaning and operating instruction.
- Bonness Inc. is not responsible for damages caused by others.
- **Items not included:** Bonding, Hand clearing, Private utility locates, Removal and/or replacement of unsuitable materials (I.e. rock and/or muck), temporary or offsite striping, raking or removal of other trades' debris, regrading after trenching by others and structural concrete.
- **Items by others (If required):** Permit fees, layout, survey, as-builts and testing, landscaping, sod, seed, and irrigation (and/or Repairs), Dumpster pad.
- **Utilities**
  - Temporary water meter provided by Bonness Inc. exclusively for potable water / fire testing only.
  - Temporary Fire Protection, if required, can be provided at an additional cost.
  - Connection to Utilities is based on connection point at 4' depth or less.
  - All plumbing, water and sewer utilities installed to within 5' of building.
  - Water meters, conduits & tamper switches by others.
  - If additional dewatering is required, due to increased water levels, additional charges will apply.

• **Force Majeure.** No party shall be liable for, nor shall such party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, unexpected shutdown of site equipment due to weather event (i.e. thunder, lighting, heavy rain) or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event"). If such event occurs, the time for performance required of the affected party shall be extended by the period of such delay provided the party is exercising diligent efforts to overcome the cause of such delay. Furthermore, if Subcontractor has direct cost impacts due to an unexpected stoppage of work, Subcontractor shall provide Contractor with a change order detailing cost impacts along with backup documents through invoices, and receipts. In addition, the affected party shall provide to the other party within seven (7) days of determining the cause of the Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event.

- To honor bid pricing all work must be done concurrently.
- All work is to be performed during regular business hours, Monday through Friday.
- Irrigation systems must be turned off 24 hours prior to starting and must remain off for at least 24 hours after completion.

**Payment Terms:** Payment due within 30 days of date of invoice, regardless of when payment is made by Owner. Credit Card payments are not accepted.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer** \_\_\_\_\_

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

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Bonness Inc.**

**Authorized  
Signature:** \_\_\_\_\_

**Estimator:** Ruben Avila

# Tab 4

# MAGNOLIA LANDING

CFM CDD

## LANDSCAPE INSPECTION REPORT



December 03, 2025

Rizzetta & Company

Spencer Gonzales – Landscape Specialist



Rizzetta & Company

Professionals in Community Management

## General Updates, Recent & Upcoming Maintenance Event

- Irrigation might be the sole and most important issue on regarding the landscape at this time. Not only the condition of the system, but any discrepancies about who is paying for what when concerning other parties.
- A new maintenance exhibit should be considered, designed to be simple and easily understood by anyone. It should clearly show what areas are to be maintained, using limited colors unless a color represents a distinct scope of service. The map should include all areas that are currently being maintained in practice.

The following are action items for Yellowstone Landscape to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for Staff. **Bold underlined is either info or questions for the BOS.**

1. Noting the flowers installed at the main entrance. Ensure irrigation in this area remains fully functional to support their establishment and appearance.
2. Noting dry grass, starting to yellow near the entrance along Magnolia Landing (ML).
3. The magnolias on MLL continue to decline from vine pressure, canopy competition, and possible soil issues. Start with a decompaction test on one tree, along with devining and supplemental watering if irrigation is limited. If recovery occurs, follow with a Mitigrow and biochar treatment. Document results to decide whether to expand this approach. Factor all steps into the proposed pricing. (Pic 3>)
4. Noting the hedge on MLL along the wall before Plumwood appears to have been trimmed on the sides but not on the top. Was this intentional?
5. Along the southern perimeter near the south side of Lake 706, clusia and American hollies have multiple hangers and uneven trimming. Please schedule a correction. (Pic 5>)



# CROSSWATER DRIVE, CONSERVATION CART PATH

6. The goldmound in the Pigeon Plum roundabout appears to be in decline and has a Florida strangler growing through it. (Pic 6)



.... vegetation and propose removal and replacement, assuming adequate water is available in these areas. (Pic 10)



7. More partially buried boulders or limestone outcrops have been observed, such as the one near Lake 603 that was already sprayed out. Let's keep this up, as highlighting natural features in the landscape is a sustainable and cost-effective way to maintain the property's appearance. Great work.

8. Please remove the invasive vines found in the grasses along the ML sidewalk between Dennisport and Redstone. (Pic 8)



9. Please ensure a light trimming of the grasses off the sidewalk is completed in December.

10. Please identify any trees that appear terminal with under 10 percent canopy...

11. Lake B-208 has a large hatch of alligators that appear to be living there. This same gator and its babies were previously observed on the opposite side of ML but were not reported at that time. Now that this family is living behind the homes on Dennisport, consider consulting a wildlife expert to determine whether any action is needed. (Pic 11)



12. Noting a mohawk of grass missed around the edge of Lake 165.

13. Please schedule mowing behind the homes on the western portions of Chestnut and Redstone. The turf was long at the time of the visit.



# SOUTHERN FENCE, SKY MEADOW, REDSTONE, MAGNOLIA LANDING

14. Turf continues to decline along ML near Chestnut, with much of the berm now yellow.

15. Noting the excellent work done at the end of ADV clearing out the overgrown space border the other community that was previously in dispute. (Pic 15)



... approved work to be completed? Until then, please remain string trimming and other work that can be routinely completed and prevent further encroachment. (Pic 18)



16. Also noting the great work on both sides of Sky Meadow in clearing the landscaped areas, removing hazardous branches, and addressing invasive species.

17. **Trees on Corta are worsening in some cases and replacement may be necessary before they are turned over to Yellowstone eventually. (Pic 17)**



18. Noting the fenceline at the end of cherry palm is still overgrown. When can we expect the...

19. Please check the irrigation the Cherry palm roundabout to address the trees that is now fully dead before it gets replaced.

20. Around Lake 175, please schedule a mow. The soil around the lake has started to dry out, making this the right time to perform services and assess what it will take to maintain the area year round. At the time of the visit there were even tire tracks around the lake where a car or mower without an engaged blade had driven over the turf. This should be treated as a priority. (Pic 20)



## CHERRY PALM, ADV, & SKYMEADOW

19. The end of Crosswater looks significantly improved. Both the hedge behind the wall and the landscaped area in front of it were cleaned up, with weeds removed and vines cleared from the trees. Species were separated, transforming the area from its previous condition. (Pic 21a, 22b)



22. Also at the end of Crosswater, some shrubs were trimmed only on the sides and not on the top. Was this intentional?

23. On Plumwood, behind the western wall, grass and other vegetation are growing through the wood. It appears this space was landscaped and does require maintenance. Can we get a timeline for this work? It should be noted that while the GIS lists this as CDD property, it does not appear on the maintenance exhibit (Pic 23>).

