

*Lake Mattie Preserve
Community Development District*

Meeting Agenda

July 7, 2026

AGENDA

Lake Mattie Preserve

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

June 30, 2026

Board of Supervisors Meeting **Lake Mattie Preserve Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Lake Mattie Preserve Community Development District** will be held on **Tuesday, July 7, 2026, at 1:30 PM at 2235 Crump Road, Winter Haven, FL 33881.**

Zoom Video Link: <https://us06web.zoom.us/j/81108644297>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 811 0864 4297

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the May 5, 2026 Board of Supervisors Meeting
4. Consideration of Items Related to Amenity Access & Security (*provided to Board & Staff separately due to confidentiality purposes*)
 - A. Proposal for Guard Services at the Amenity Center from Nation Security
 - B. Proposals from Current Demands
 - i. Access Card Reader Installation
 - ii. Cameras and Overnight Monitoring Services Installation
 - iii. Continuing Monthly Overnight Monitoring Services
5. Consideration of Acquisition of Amenity Center Improvements and Transfer of Real Property
6. Presentation of Fiscal Year 2025 Audit Report
7. Ratification of Conveyance Documents for Phase 1
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Amenity Center Maintenance Contract Proposals
 - a) Proposal for Pool Maintenance Services
 - b) Proposals for Janitorial Maintenance Services
 1. CSS
 2. Mops and Rags Cleaning Services
 - c) Proposals for Pest Control Services

1. All American Lawn and Tree Solutions
2. Massey Services

D. District Manager's Report

- i. Approval of Check Register
- ii. Balance Sheet & Income Statement

9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

MINUTES

**MINUTES OF MEETING
LAKE MATTIE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Mattie Preserve Community Development District was held **Tuesday, May 5, 2026**, at 1:30 p.m. at 2235 Crump Road, Winter Haven, Florida.

Present and constituting a quorum:

Les Dunson
Rocky Owen
Tom Franklin

Vice Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Bryan Hunter *by Zoom*
Joel Blanco

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Engineer, Hunter Engineering
Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present, and none who joined via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 5, 2025,
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the August 5, 2025, Board of Supervisors meeting and asked for any questions, corrections, or comments. The Board had no changes to the minutes.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Minutes of the August 5, 2025, Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Presentation of Memo Regarding
Amendments to District Rules of
Procedure**

Ms. Burns noted there were recent updates to Florida statute that are being incorporated into the existing rules as well as some small clean up items that are being rolled out to all Districts.

A. Consideration of Resolution 2026-01 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District (Suggested Date: August 4, 2026)

Ms. Burns presented the resolution and suggested the public hearing date of August 4, 2026 at 1:30 p.m. at the current meeting location. The Board was agreeable with that public hearing date and there was no further discussion.

On MOTION by Mr. Owen, seconded by Mr. Dunson, with all in favor, Resolution 2026-01 Setting a Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District on August 4, 2026, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2026-02
Setting a Public Hearing on the Adoption
of Amenity Rules and Rates (Suggested
Date: August 4, 2026)**

Ms. Burns presented the resolution and suggested the public hearing date of August 4, 2026 at 1:30 p.m. at the current meeting location. Staff contemplated that the amenity will be open prior to this date and rules are in place for that opening but they will need to adopt suspension and termination policies as well as related fees. There were no Board questions.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, Resolution 2026-02 Setting a Public Hearing on the Adoption of Amenity Rules and Rates on August 4, 2026), was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2026-03
Approving the Proposed Fiscal Year
2026/2027 Budget (Suggested Date:
August 4, 2026) Declaring Special
Assessments and Setting the Public**

Hearings on the Adoption of the Fiscal Year 2026/2027 Budget and the Imposition of Operations and Maintenance Assessments

Ms. Burns presented the resolution and noted that this will kick off the District's budget process suggesting the public hearing date of Tuesday, August 4, 2026 at 1:30 p.m. at the current meeting location. She summarized the budget for the Board and highlighted some of the changes with the most notable being Phase 2 going from the administration only rate to platted rate based on the development timeline received. She added that the only increase they are anticipating is related to Phase 2 of the project. She offered to answer any Board questions. There being no questions from the Board, she asked for a motion of approval.

On MOTION by Mr. Dunson, seconded by Mr. Owen, with all in favor, Resolution 2026-03 Approving the Proposed Fiscal Year 2026/2027 Budget, Declaring the Public Hearings on the Adoption of the Fiscal Year 2026/2027 Budget and the Imposition of Operations and Maintenance Assessments, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2026-04
Spending Authorization Resolution**

Ms. Burns presented the resolution that authorizes spending limits to District staff or Board members outside of a meeting. Standard procedure authorizes the District Manager to spend \$2,500; the Chair or Vice Chair would be authorized up to \$10,000, with authorization of the Chair and District Manager jointly up to \$25,000.

On MOTION by Mr. Dunson, seconded by Mr. Owen, with all in favor, Resolution 2026-04 Spending Authorization Resolution, was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Proposal for Arbitrage
Rebate Services from AMTEC for Series
2024 (Phase 1 Project Bonds) and Series
2025 (Phase 2 Project Bonds)**

Ms. Burns presented the proposal and noted that under the internal revenue code, the District has to show that they do not earn more interest on the bonds then they pay and this is an annual report that is required by the trust indenture. The proposal from AMTEC totaled \$450.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, the Proposal for Arbitrage Rebate Services from AMTEC for Series 2024 (Phase 1 Project Bonds) and Series 2025 (Phase 2 Project Bonds), was approved.

NINTH ORDER OF BUSINESS

Presentation of Arbitrage Rebate Reports from AMTEC

A. Series 2024 (Phase 1 Project Bonds)

B. Series 2025 (Phase 2 Project Bonds)

Ms. Burns presented the arbitrage rebate reports from AMTEC which were included in the agenda package for Board review. The reports show a negative amount listed showing the District does not earn more interest than it pays.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Accepting the Series 2024 (Phase 1 Project Bonds) and Series 2025 (Phase 2 Project Bonds) Arbitrage Rebate Reports from AMTEC, was approved.

TENTH ORDER OF BUSINESS

Discussion Regarding Conveyance Documents & Authorizing Chair to Execute Once Finalized

Ms. Hancock noted that the Field Manager has given her a list of tracts that are ready to be shifted into District ownership. This allows counsel to draft documents for the Chair to execute and not having to wait for the next Board of Supervisor's meeting. This does not include the amenity tract.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, Authorizing Chair to Execute Conveyance Documents, was approved.

ELEVENTH ORDER OF BUSINESS**Ratification of Phase 2 Construction Documents**

- A. Construction Documents**
- B. Assignment of Construction Contract**
- C. Demand Note Agreement**

Ms. Burns presented the construction documents and noted that all three have already been approved and that she is just looking for the Board to ratify that action.

On MOTION by Mr. Owen, seconded by Mr. Dunson, with all in favor, the Phase 2 Construction Documents, were ratified.

TWELFTH ORDER OF BUSINESS**Ratification of Audit Services Engagement Letter for Fiscal Year 2205 Audit**

Ms. Burns presented the engagement letter which is part of a multiyear contract that was previously awarded by the District. This is the letter for Fiscal Year 2025 that is aligned with the prior contract awarded which is not to exceed \$6,600.

On MOTION by Mr. Dunson, seconded by Mr. Owen, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2025 Audit, was ratified.

THIRTEENTH ORDER OF BUSINESS**Ratification of Contract Agreement with Polk County Property Appraiser****FOURTEENTH ORDER OF BUSINESS****Ratification of 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser**

Ms. Burns noted that items thirteen and fourteen can be taken as one motion. These are their standard agreements that the District enters into with Polk County annually so the District can collect assessments on the tax bill.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, the Contract Agreement with Polk County Property Appraiser, and the 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser were ratified.

FIFTEENTH ORDER OF BUSINESS**Staff Reports**

A. Attorney

Ms. Hancock had nothing further for the Board and offered to answer any questions.

B. Engineer

Mr. Hunter stated he had nothing to report but could answer any questions. There were no Board questions and the next item followed.

C. Field Manager's Report

Mr. Blanco presented the action items list and the Field Manager's report to the Board and summarized complete and ongoing project before presenting proposals.

i. Consideration of Proposal for Plant Replacement at Entrance Monument

Mr. Blanco presented the proposal for plant replacement from plants that died during the cold snap totaling \$1,950.

On MOTION by Mr. Franklin, seconded by Mr. Dunson, with all in favor, the Proposal for Plant Replacement at Entrance Monument, was approved.
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ii. Consideration of Proposal to Add Fertilization of St. Augustine Grass to Current Landscape Maintenance Services Agreement

Mr. Blanco noted that Prince & Sons was unaware that the front grass was St. Augustine and this adds a needed fertilization treatment every other month with an additional cost to their existing contract of \$3,900.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, the Proposal to Add Fertilization of St. Augustine Grass to Current Landscape Maintenance Services Agreement, was approved.

iii. Consideration of Proposal for Aquatic Maintenance (Monthly Pond Herbicide Maintenance)

Mr. Blanco presented the proposal for aquatic maintenance for the sumps from Aquatics Water management for monthly treatments at \$300 with an annual cost of \$3,600. Mr. Blanco explained how the treatment works.

On MOTION by Mr. Franklin, seconded by Mr. Dunson, with all in favor, the Proposal for Aquatic Maintenance (Monthly Pond Herbicide Maintenance), was approved.

iv. Consideration of Proposal for Holiday Lighting Services

Mr. Blanco presented the proposal for holiday lighting and décor totaling \$8,760.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Proposal for Holiday Lighting Services, was approved.

Mr. Blanco offered to answer any additional Board questions concerning any field management. There were none and the next item followed.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register that was included in the agenda for Board review and she offered to answer any questions.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted the financial statements through March are included in the agenda package for review. These are for informational purposes only. There is no action necessary from the Board.

iii. Presentation of the Number of Registered Voters – 1

Ms. Burns presented the number of registered voters within the District to be 1.

iv. Reminder to Board Members to File Form 1's by the July 1, 2026 Deadline

Ms. Burns reminded the Board to file their Form 1's and they will get an email in early June.

SIXTEENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

SEVENTEENTH ORDER OF BUSINESS

**Supervisors' Requests and Audience
Comments**

There being no comments, the next item followed.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

On MOTION by Mr. Dunson, seconded by Mr. Franklin, with all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

*Items will be
provided to
Board under
separate cover
for
confidentiality
purposes.*

SECTION V

July __, 2026

Lake Mattie Preserve Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

Re: Lake Mattie Preserve Community Development District
Acquisition of the Lake Mattie Preserve Community Development District Phase 2
Improvements

Dear Board of Supervisors:

Pursuant to the *Agreement By and Between the Lake Mattie Preserve Community Development District* (“District”) and *Mattie Capital Partners, LLC* (“Developer”) *Regarding the Acquisition of Work Product, Improvements, and Real Property*, dated March 7, 2025 (“Acquisition Agreement”), Developer has completed and wishes to convey to the District certain improvements (“Improvements”), which are more particularly described in Exhibit A and which relate to improvements described in the District’s *Lake Mattie Preserve Community Development District Engineer’s Report of Capital Improvements*, dated September 2022 (“Engineer’s Report” and the master project described therein, the “Capital Improvement Plan”) as supplemented by the *Lake Mattie Preserve Community Development District Supplemental Engineer’s Report for Phase 2 Project Infrastructure Improvements*, dated December 3, 2024 (“Supplemental Engineer’s Report” and the project described therein, the “Master Project”).

As consideration for the conveyance of the Improvements, and pursuant to the Acquisition Agreement, the District agrees to pay the Developer up to **\$2,697,746.84**, not to exceed the amount of the funds on hand in the construction and acquisition account established in conjunction with issuance of the District’s Series 2024 Bonds, representing the actual cost of completing the Improvements. Notwithstanding anything to the contrary herein, to the extent any amounts are still owed to contractors, Developer agrees to timely make payment for all remaining amounts owed and to ensure that no liens are placed on the Improvements or the District’s property.

Sincerely,

MATTIE CAPITAL PARTNERS, LLC

By: _____
Print Name: Leslie W. Dunson, III
Its: Manager

District Acceptance:
LAKE MATTIE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Exhibit A – Identification of Improvements

Exhibit A
Identification of Improvements

The following Improvements located at the property identified as Tract O on the Plat entitled Lake Mattie Preserve Phase One as recorded in Plat Book 212, Pages 30-39, of the Official Records of Polk County, Florida.

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Everett Whitehead & Son, Inc. dba Whitehead Construction	12/15/2025	Amenity Facilities	\$2,214,942.00
Prince and Sons Inc.	4/18/2026	Landscaping and Irrigation	\$336,625.84
Odom Contracting LLC	2/24/2026	Stormwater Management	\$146,179.00

(Remainder of the funds may be reimbursable through reserve release condition funds or future bond issuance, subject to the terms of the *Acquisition Agreement*. Any amounts not reimbursed through such sources shall be considered a contribution of infrastructure by Developer to the District, consistent with the *Acquisition Agreement*.)

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA

COUNTY OF _____

I, Leslie W. Dunson, III, as Manager of Mattie Capital Partners, LLC, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Leslie W. Dunson, III, and I am Manager of Mattie Capital Partners, LLC (“Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Lake Mattie Preserve Community Development District, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The *Lake Mattie Preserve Community Development District Supplemental Engineer’s Report for Phase 2 Project Infrastructure Improvements*, dated December 3, 2024 (the “Engineer’s Report”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes* (“Improvements”).
5. Pursuant to contracts in place between Developer and certain contractors and construction-related professionals, as more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements, and Developer has obtained final lien waivers and releases from all such contractors and subcontractors.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer’s Report.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this _____ day of July 2026.

MATTIE CAPITAL PARTNERS, LLC

By: Leslie W. Dunson, III
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of July 2026, by Leslie W. Dunson, III, as Manager of Mattie Capital Partners, LLC, on its behalf. He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A
Identification of Improvements

The following Improvements located at the property identified as Tract O on the Plat entitled Lake Mattie Preserve Phase One as recorded in Plat Book 212, Pages 30-39, of the Official Records of Polk County, Florida.

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Everett Whitehead & Son, Inc. dba Whitehead Construction	12/15/2025	Amenity Facilities	\$2,214,942.00
Prince and Sons Inc.	4/18/2026	Landscaping and Irrigation	\$336,625.84
Odom Contracting LLC	2/24/2026	Stormwater Management	\$146,179.00

(Remainder of the funds may be reimbursable through reserve release condition funds or future bond issuance, subject to the terms of the *Acquisition Agreement*. Any amounts not reimbursed through such sources shall be considered a contribution of infrastructure by Developer to the District, consistent with the *Acquisition Agreement*.)

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of July 2026, by **EVERETT WHITEHEAD & SON, INC. DBA WHITEHEAD CONSTRUCTION**, a Florida corporation, whose address is 601 Sixth Street SW, Winter Haven, Florida 33880 (“Contractor”), in favor of the **LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in the County of Polk, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for Mattie Capital Partners, LLC, developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorneys’ fees and costs incurred by the District. This indemnification obligation shall survive the execution of this Acknowledgment and the acquisition of the Improvements by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been compensated in an amount at least equal to \$2,214,942.00 for its services and work related to completion of the Improvements identified in **Exhibit B**, including all payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

[signature page follows]

ATTEST

EVERETT WHITEHEAD & SON, INC.
DBA WHITEHEAD CONSTRUCTION,
a Florida corporation

[print name]

[print name]

By: _____

Its: _____

EXHIBIT A
Contract for Construction (PLEASE ATTACH)

AIA® Document A101® – 2017

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

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand Twenty-five
(In words, indicate day, month and year.)

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

MATTIE CAPITAL PARTNERS, LLC, Limited Liability Company
9270 WEST LAKE RUBY DR.
WINTER HAVEN, FL 33884
Telephone Number: 863-528-2245

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

EVERETT WHITEHEAD & SON, INC., DBA: WHITEHEAD CONSTRUCTION
601 6TH ST., SW
WINTER HAVEN, FL 33880
Telephone Number: 863-293-6473

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

LAKE MATTIE POOL AND CABANA
0 CANVAS BLACK CIRCLE
AUBURNDALE, FL
CONSTRUCTION OF POOL, CABANA AND PARK AMENITIES

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

AB DESIGN GROUP, INC
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

WORK SHALL COMMENCE WITHIN (10) DAYS OF ISSUANCE OF APPLICABLE BUILDING PERMITS BY MUNICIPALITY AS REQUIRED AND THE RECORDING OF THE NOTICE OF COMMENCEMENT

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

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

§ 3.3 Substantial Completion

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

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(1432581714)

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

☒ Not later than ONE HUNDRED EIGHTY (180) calendar days from the date of commencement of the Work.

☐ By the following date:

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

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

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred Fourteen Thousand Nine Hundred Forty-two Dollars and Zero Cents (\$ 2,214,942.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

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

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

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

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

Item	Price
100' ALLOWANCE FOR UTILITY SERVICE FROM TRANSFORMER TO METER	
WATERLINE TILE	\$15 SF

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

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

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25TH day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10TH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than FIFTEEN (15) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

TEN (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

18 % PER ANNUM

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

WES DONLEY
9270 WEST LAKE RUBY DRIVE
WINTER HAVEN, FL 33884
863-528-2245
wes@donleycitrus.com

§ 8.3 The Contractor's representative:

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

E. RYAN WHITEHEAD
601 6TH ST., SW
WINTER HAVEN, FL 33880

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User Notes:

(1432581714)

863-287-5985
ryan@whiteheadconstruction.com

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.5 Drawings

Number	Title	Date
POOL PLANS BY PULEXA, LLC	EXHIBIT C	6-10-25
ARCHITECTURAL DRAWINGS		6-4-25
BY AB DESIGN GROUP, LLC		
HARDSCAPE PLANS BY		5-15-25
CATALYST DESIGN GROUP		

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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(1432581714)

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

.8 Other Exhibits:

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

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

☐ The Sustainability Plan:

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

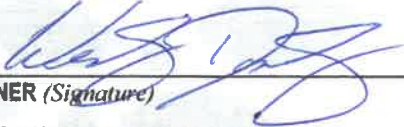
☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
EXHIBIT A	INSURANCE & BONDS	12-15-25	1-7
EXHIBIT B	WC PROPOSAL	12-12-25	1-8
EXHIBIT C	PLANS LIST	12-15-25	1-2

.9 Other documents, if any, listed below:

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

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


OWNER (Signature)

WES DONLEY, TITLE MANAGER

(Printed name and title)


CONTRACTOR (Signature)

E. RYAN WHITEHEAD, PRESIDENT

(Printed name and title)

Init.

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User Notes:

(1432581714)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:57:28 ET on 12/15/2025.

PAGE 1

AGREEMENT made as of the Fifteenth day of December in the year Two Thousand Twenty-five

...

MATTIE CAPITAL PARTNERS, LLC, Limited Liability Company
9270 WEST LAKE RUBY DR.
WINTER HAVEN, FL 33884
Telephone Number: 863-528-2245

...

EVERETT WHITEHEAD & SON, INC., DBA: WHITEHEAD CONSTRUCTION
601 6TH ST., SW
WINTER HAVEN, FL 33880
Telephone Number: 863-293-6473

...

LAKE MATTIE POOL AND CABANA
0 CANVAS BLACK CIRCLE
AUBURNDALE, FL
CONSTRUCTION OF POOL, CABANA AND PARK AMENITIES

...

AB DESIGN GROUP, INC
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750

PAGE 2

☒ Established as follows:

...

WORK SHALL COMMENCE WITHIN (10) DAYS OF ISSUANCE OF APPLICABLE BUILDING PERMITS BY MUNICIPALITY AS REQUIRED AND THE RECORDING OF THE NOTICE OF COMMENCEMENT

PAGE 3

☒ Not later than ONE HUNDRED EIGHTY (180) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred Fourteen Thousand Nine Hundred Forty-two Dollars and Zero Cents (\$ 2,214,942.00), subject to additions and deductions as provided in the Contract Documents.

...

100' ALLOWANCE FOR UTILITY
SERVICE FROM TRANSFORMER TO
METER
WATERLINE TILE

\$15 SF

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25TH day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10TH day of the FOLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than FIFTEEN (15) days after the Architect receives the Application for Payment.

PAGE 5

TEN (10%)

...

18 % PER ANNUM

PAGE 6

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

WES DONLEY
9270 WEST LAKE RUBY DRIVE
WINTER HAVEN, FL 33884
863-528-2245
wes@donleycitrus.com

...

E. RYAN WHITEHEAD
601 6TH ST., SW
WINTER HAVEN, FL 33880
863-287-5985
ryan@whiteheadconstruction.com

PAGE 7

POOL PLANS BY PULEXA, LLC EXHIBIT C
ARCHITECTURAL DRAWINGS
BY AB DESIGN GROUP, LLC
HARDSCAPE PLANS BY
CATALYST DESIGN GROUP

6-10-25

6-4-25

5-15-25

PAGE 8

☒ Supplementary and other Conditions of the Contract:

...

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EXHIBIT A
EXHIBIT B
EXHIBIT C

<u>INSURANCE & BONDS</u>	<u>12-15-25</u>	<u>1-7</u>
<u>WC PROPOSAL</u>	<u>12-12-25</u>	<u>1-8</u>
<u>PLANS LIST</u>	<u>12-15-25</u>	<u>1-2</u>

...

WES DONLEY, TITLE MANAGER

E. RYAN WHITEHEAD, PRESIDENT

Certification of Document's Authenticity

AIA® Document D401™ – 2003

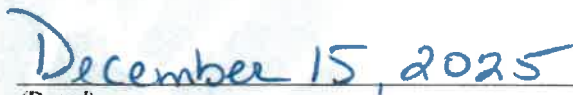
I, E. RYAN WHITEHEAD, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:57:28 ET on 12/15/2025 under Order No. 4104244850 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 15th day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

LAKE MATTIE POOL AND CABANA
0 CANVAS BLACK CIRCLE
AUBURNDALE, FL

THE OWNER:
(Name, legal status and address)

MATTIE CAPITAL PARTNERS, LLC
9270 WEST LAKE RUBY DRIVE
WINTER HAVEN, FL 33884

THE CONTRACTOR:
(Name, legal status and address)

EVERETT WHITEHEAD & SON, INC., DBA: WHITEHEAD CONSTRUCTION
601 6TH ST., SW
WINTER HAVEN, FL 33880

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[X] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
BUILDER'S RISK	

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION (\$ 1,000,000.00) each occurrence, TWO MILLION (\$ 2,000,000.00) general aggregate, and TWO MILLION (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ONE MILLION (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ONE MILLION (\$ 1,000,000.00) each accident, ONE MILLION (\$ 1,000,000.00) each employee, and ONE MILLION (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than TWO MILLION (\$ 2,000,000.00) per claim and TWO MILLION (\$ 2,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[X] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
UMBRELLA INSURANCE	5 MILLION/5 MILLION

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:04:06 ET on 12/15/2025.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 15th day of December in the year Two Thousand Twenty-Five

...

LAKE MATTIE POOL AND CABANA
0 CANVAS BLACK CIRCLE
AUBURNDALE, FL

...

MATTIE CAPITAL PARTNERS, LLC
9270 WEST LAKE RUBY DRIVE
WINTER HAVEN, FL 33884

...

EVERETT WHITEHEAD & SON, INC., DBA: WHITEHEAD CONSTRUCTION
601 6TH ST., SW
WINTER HAVEN, FL 33880

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☒ § A.2.5.2 Other Insurance

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BUILDER'S RISK

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ONE MILLION (\$ 1,000,000.00) each occurrence, TWO MILLION (\$ 2,000,000.00) general aggregate, and TWO MILLION (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ONE MILLION (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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User Notes:

(1330660953)

§ A.3.2.6 Employers' Liability with policy limits not less than ONE MILLION (\$ 1,000,000.00) each accident, ONE MILLION (\$ 1,000,000.00) each employee, and ONE MILLION (\$ 1,000,000.00) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than TWO MILLION (\$ 2,000,000.00) per claim and TWO MILLION (\$ 2,000,000.00) in the aggregate.

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☒ § A.3.3.2.6 Other Insurance

...

UMBRELLA INSURANCE

5 MILLION/5 MILLION



EXHIBIT "B"

December 12, 2025

Mattie Capital Partners, LLC
9270 West Lake Ruby Drive
Winter Haven FL, 33884
Attn: Wes Donley

Re: Lake Mattie Pool and Cabana (WC #7187)

Mr. Donley,

Whitehead Construction is pleased to provide you with the following proposal to build your community pool, cabana and park amenities. Our proposal is based on pool plans provided by Pulexa LLC, drawn by S.D.G, dated 6/10/2025, architectural drawings provided by AB Design Group, drawn by Rolanda A. Abouchacra, dated 6/4/2025, hardscape plans provided by Catalyst Design Group, dated 5/15/2025 and the following scope of work.

General Conditions

- General Liability/Workers Compensation Insurance
- Supervision/Project Management
- Temporary facilities
- Temporary fencing
- Dumpsters
- Final cleaning
- Surveying

Cabana

Concrete

- *Site work by others*
- Excavate, form and pour cabana foundation to plan
 - 2538 SQ FT
 - 3000 psi concrete for footers and slabs
 - Provide 6-mil continuous polyethylene vapor barrier membrane under all slabs-on-ground where indicated on drawings
 - 4" Slab with 6x6 W1.4xW1.4
 - Provide and install rebar reinforcement to plan
 - Saw cut control joints


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Masonry

- Supply and erect masonry building to plan
 - 8" CMU walls and columns
 - All reinforcement to plan
 - 3000 psi grout cell fill
 - Opening lintels, headers and windowsills

Cabinets & Millwork

- Supply and install cultured marble tops and backsplashes to plan
 - (4) Undermount sinks
 - Eased edge
 - 12' Cabana countertop with undermount brackets

Rough Carpentry

- Supply and install framing and trusses to plan
 - Frame double plumbing wall and closet
 - Set trusses with 5/8" roof decking
 - Provide and install all hurricane fasteners
- Supply and install insulation to plan
 - R38 Batt insulation in all attic spaces
 - R4.1 Insulation at bathroom perimeter walls
- Supply and install 5/8" MR drywall on restroom walls and ceilings
 - Level 4 finish or texture on walls and interior ceilings
- Supply and install fiber cement siding to plan
 - Lap board and board and batten
 - Hardie board and batten ceiling in all breezeways
 - Flashing and weather barrier
- Supply and install aluminum vented soffit and fascia

Roofing

- Supply and install GAF architectural shingles per plan
 - GAF Feltbuster synthetic roof felt
 - GAF Weatherwatch ice and water barrier
 - Cobra ridge vent
 - All flashings and edge metal
- Supply and install standing seam metal roof to plan
 - 26ga SS metal roof panels
 - Painted finish

Doors & Hardware

- Supply and install (3) Hollow metal doors and frames to plan
 - Louvered door slabs
 - (2) Closures
 - Standard hardware
 - Weather stripping and thresholds

WJ

Glass & Glazing

- Supply and install windows to plan
 - (6) Series 4020 48" x 24" Fixed windows
 - (2) Series 4020 60" x 24" Fixed windows
 - ¾" Insulated glass
 - White powder aluminum finish frames

Stone

- Supply and install stone veneer to plan
 - Base level stone, grouted
 - Entry Tower from ground up to the soffit, including the soffit with outside returns back to the building on the Right Elevation and to the Breezeway Column on the Left Elevation
 - Wrapping the columns up to the header
 - Install stone on (5) L-Shaped columns and (1) attached L-shaped column on the Pavilion from ground up
 - Capped with 3" sills (bottom of sills approximately 3'6" from finished floor) wrapped
 - Proposal covers Laytite, Cobble, Ashlar, Ledge, Country Ledge and Southern Ledge profiles
 - Includes waterproofing under scratch coat

Stucco

- 5/8" Stucco finish directly applied over CMU noted to receive stucco
- Apply a stucco scratch coat on areas noted to receive stone veneer
- All beads, reveals, control joints, and stucco accessories to be vinyl
- *No stucco on exterior ceilings/ soffits*

Painting

- Supply and apply paint to all interior and exterior paintable surfaces
 - (1) Coat primer and (2) coats finish
 - Caulk all doors and Hardie siding
 - Apply waterproofing to CMU designated to receive stone veneer

Flooring

- Supply and install floor tile in men's and women's restrooms
 - Standard base tile options – choice by owner
 - Basic floor prep
 - Premium thinset
 - Grout
 - Tile Base in restrooms

WJ

Bathroom Accessories

- Supply and install:
 - (6) Soap Dispensers – Wall-mounted SS
 - (6) Toilet tissue holders – SS w/ lock
 - (4) Towel dispensers – Recessed
 - (4) Napkin disposals – Surface-mounted
 - (2) 18" X 36" Frameless mirrors
 - (2) Baby changing stations
 - (6) Solid plastic compartment stalls
 - Floor-mounted
 - Overhead braced
 - Standard hardware
 - 55" High doors and panels
 - Standard color options

Awnings

- Supply and install (1) awning frame
 - To receive standing seam metal roof panels
- Fabricate and install (5) Bahama shutters

Plumbing

- Provide and install plumbing per plan
 - Provide all plumbing for Sanitary and water
 - Waterlines to be overhead CPVC
 - Sanitary to be Sch. 40 PVC
 - Provide plumbing for the following
 - (6) Toilets
 - (6) Lavatories (two to be wall hung)
 - (1) Urinal
 - (3) Floor Drains
 - (1) Mop sink
 - (2) Hose bibs
 - (1) Water heater
 - (1) High/low water cooler
 - Install new 2" waterline from meter to pool equipment and building
 - Install new 4" sanitary from sewer lateral to building ~ 200'
 - Provide water to 2 dog wash areas and 1 dog fountain with drain
 - Provide water to 1 outdoor shower station

HVAC

- Supply and install (2) bath fans
 - Ducted through roof



Electrical

- Supply and install electrical system to plan
- Fixtures
 - (22) A
 - (4) F
 - (5) EM
 - (5) EX
 - (6) Recessed downlights
- Devices
 - (4) Wall-mount occupancy switches
 - (2) Duplex receptacles
 - (8) GFCI receptacles
 - (3) GFCI W/P receptacles
- Equipment Circuits
 - (1) Water heater/Recirculation pump
- Distribution Equipment
 - (1) Meter
 - (1) Main service disconnect
 - (1) Panel A
 - (1) Panel B
 - (1) Timeclock/lighting contactor
- Site Utilities
 - (1) 2-1/2" secondary conduit from the utility transformer to meter socket with (3) #3/0CU
 - (1) 2" conduit from panel A to pool panel B with (3) #2CU and (1) #6
- *****Note***** Utility transformer location unknown, proposal includes a **100' allowance** for the utility service from the transformer to the meter. Additional length will require a change order

Community Pool

Pool

- Constructions Drawings to obtain required permits with the AHJ by a Licensed Engineer
- Structural Engineering Design
- Mechanical Engineering Design
- Electrical Engineering Design
 - Pool Sub-panel sizing and specification, including underwater lighting design and specification
 - Pool equipment electrical panel schedule, diagram, and amperage load for electrical engineer review
 - Pool bonding design per NEC
- Pool Structure
 - Water Surface Area: 3,720 SF
 - Perimeter: 327.5' o Gutter Type Configuration: Open
 - Shotcrete Dry Method "Gunite" (4,000 psi @ 28 days)
 - Reinforced with #4 Rebar Grade 40
 - Water Depth: 0' – 5'
 - VGB Compliant Main Drain Covers per ASME/ANSI A112.19.8
 - Means of Access: Zero Entry, Sunshelves, Stairs, Ladder

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WD

- Finish Material Schedule
 - Coping: (GP9) Standard Bullnose Brick Coping 4x9 Tremron or Equivalent TBD
 - **Waterline Tile: TBD Allowance \$15 SF**
 - Gutter & Step edge Tile: A4200 Non-Skid 2"x6" Dark Color per Code
 - Pool Interior Finish: White Cement with Color Quartz TBD
- Accessories o Life Safety Equipment Set per Department of Health and/or AHJ
 - Pool Maintenance Equipment: Pole, Brush, Leaf Net, Test Kit, Portable Vacuum
 - Temporary Pool Rule Sign per Code
 - Railing: Deck to Stairs Handrails, Crossbraced Ladders
 - Depth and NO Diving Marker Tile 6"x6" per Code
 - **ADA Lift for Pool – Not Required based on Declaratory Statement 2013-03303**
- Mechanical
 - All Associated Pool Plumbing
 - Outdoor Pool Equipment Enclosure
 - Gravity Collector Tank
 - Adequate Filtration System with Sand Filter
 - Recirculation Pump o Autofill System
 - Overflow Line
 - Chemical Tanks Single Wall
 - Chlorine Feeder
 - PH Feeder
 - Chemical Controller
- Heating
 - No Pool Heater/heating
- Close Outs and Commissioning
 - Complete System Start Up and Owner Training by Certified Technician
 - 1 Month Pool Maintenance/Cleaning from Plaster Installation Date
 - Pool Building Permit Certificate of Completion
 - Pool Initial Operating Permit from Florida Department of Health
- Pool Deck (GP2, & GP3)
 - 9,432 SF Pedestrian Standard Pavers by Tremron Pavers 4"x12"
 - 6" of Compacted Bedding Sand ASTM C33 or Crushed Concrete to 95 Percent Min Density (SP)
 - 9,432 SF Filter fabric non-woven, 6 oz for pavers
 - Approx. 4" Deep by 4" Wide Troweled Paver Edge Restrain on 45 Degree Angle
 - Masonry Sand ASTM C33 for Interlocking Concrete Paver Joints Fill
 - Professional Experienced Labor Installation
 - All necessary paver cuts by dry method
 - Paver compaction by plate compactor
- Pool and pavilion fencing (F1, F2, F3, F9, & F10)
 - 655 LF Aluminum Fence Bronze 4' Height to comply with FBC 48" requirement
 - 112 LF Aluminum Fence Bronze 6' Height to exceed FBC 48" requirement
 - 3 Gates 5' Self-Closing Self-Latching with Mesh, Panic Bar and Upper Latch
 - Gate 6' Self-Closing Self-Latching with Standard Latch
 - 1 Double Gate 6' with Standard Latch
 - 1 Gate 6' Self-Closing Self-Latching with Standard Latch
 - 1 Double Gate 6' with Standard Latch

WD

- Warranty
 - 1 Year on all Material and Labor
 - 2 Years on Applicable Pool Equipment by the Manufacturer
 - 5 Years on Pool Interior Finish Material by the Manufacturer
- Pool Exclusions
 - Pool FFE must be provided by others
 - Permit for Nighttime Swimming Operation
 - Portable Water Supply for Pool Make-Up Purposes
 - Waste Line for Pool Discharge and Filter Backwash
 - Oracle Textura Fees
 - Well points if required
 - Shoring if required

Park Amenities

Concrete

- Excavate, form and pour park sidewalks, and curbs to plan (GP1 & GP7)
 - 4" Thick 3500 psi concrete
 - Hand troweled broom finish w/ saw cut control joints
 - Park bench slabs
 - Dog wash station
 - Bike rack slabs
 - Shade sail slab
 - Curb around perimeter of playground equipment
 - *Perimeter band sidewalk parking lot sidewalks and mailbox slab excluded (by others)*

Playground Equipment

- Supply and install (1) custom structure playground (S2)
 - Engineered drawings
 - Delivery and installation
 - 160 CY of engineered wood fiber over EWF fabric (GP5)
 - Permits and fees associated with playground

Park Equipment

- (8) SF1 –Madison RCPMF6 6' Flat benches
- (13) SF3 – CIRCLEBRS2 SS Circle bike racks
- (6) SF4 – D022-B Upbeat dog waste stations
- (2) SF5 – 40SMSS Dual hi-low ADA drinking fountain with pet bowl
- (1) SF6 – 505SMSS SS Pet washer w/ metered valve
- (8) SF7 – L2009 40 Gal. Receptacles
- (8) SF8 – D1005 Round picnic tables
- (1) S1 – 565SMSS Outdoor ADA shower station



Fencing

- Supply and install fencing to plan (F4, F5, & F6)
- 624' - 4' high aluminum picket fence around big dog park
 - 3 - 4' wide single swing gates with standard hardware
 - Powder-coated black satin
- 346' - 4' high "puppy picket" aluminum fence around small dog park and dog wash area
 - 4 - 4' wide single swing gates
 - Puppy picket panels with standard hardware
 - Powder-coated black satin

Landscape Accessories

- GP4 – Aggregate for pool equipment location
- GP6 – Permastrip 3/16" x 6" black metal edging
- GP8 – White river rock at dog wash station

Shade Sail

- Fabricate and install (1) shade sail (S3 & S4)
 - 32' X 29' – 6"
 - (4) Powder-coated poles with concrete footers
 - Varying height
 - Engineered drawings

Total: \$2,214,942.00

(Two Million, Two Hundred, Fourteen Thousand, Nine Hundred, Forty-two Dollars and 00/100***)

Exclusions:

- Builder's Risk insurance (if required), Bonds, Permits, Plans and engineering, Impact fees, Fire suppression systems, Fire alarms, Site work, Perimeter sidewalks and parking lot sidewalks, Mailboxes and slab, Asphalt paving, Landscaping, sod and irrigation, Stucco on breezeway ceilings, Pool heater, Low voltage/IT/Data, Temporary water fees, Pool water fill fees, Pool water maintenance, Irrigation well and power, Any demolition

NOTE *Proposal pricing good for 90 calendar days, however, in the event of a material price increase due to today's volatile construction market, tariffs, or a delay in material availability during the performance of the contract work, through no fault of Whitehead Construction, the contract sum, and duration shall be equitably adjusted by an owner-approved change order in accordance with the contract documents*

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to contact our office at (863) 293-6473.

With Kind Regards,

Nathan Marshall

Nathan Marshall
Chief Project Estimator

WTD



Whitehead Construction

EXHIBIT "C"

Printed on Mon Dec 15, 2025 at 09:45 am EST
Job #: 7187 Lake Mattie Preserve Pool Cabana
County Road 559 at Lake Mattie Rd.
Auburndale, Florida 33823

Current Drawings

Drawing No.		Drawing Title		Revision	Drawing Date	Received Date	Set
General							
C1	COVER SHEET			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
GN	GENERAL NOTES			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
Architectural							
A1	FLOOR PLAN			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
A1.1	DOOR SCHEDULE & DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
A1.2	ACCESSIBILITY DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
A2	LIFE SAFETY PLAN & NOTES			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
A3	FRONT & REAR ELEVATION			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
A4	LEFT & RIGHT ELEVATION			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
Structural							
D1	DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S1	FOUNDATION PLAN			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S1.1A	DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S1.2	DOVEL PLAN			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S2	LIFT BEAM PLAN, SCHEDULES & NOTES			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S2.1A	DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S3	FRAMING PLAN B			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
S3.1A	DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
SN1	DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
WA1	WALL ASSEMBLY DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
WA2	WALL ASSEMBLY DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
WA3	WALL ASSEMBLY DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
WA4	WALL ASSEMBLY DETAILS			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
WA6	WALL ASSEMBLY DETAILS, SUB-BAND			1	06/04/2025	06/04/2025	FOR BID REVISED (06/04/25)
Mechanical							
M1	MECHANICAL PLAN			0	05/28/2025	05/28/2025	FOR BID (05/28/25)
Electrical							
E1	ELECTRICAL			0	05/28/2025	05/28/2025	FOR BID (05/28/25)
E2	ELECTRICAL POWER PLAN			0	05/28/2025	05/28/2025	FOR BID (05/28/25)
E3	ELECTRICAL LIGHTING PLAN			0	05/28/2025	05/28/2025	FOR BID (05/28/25)
Plumbing							
P1	PLUMBING NOTES			0	05/28/2025	05/28/2025	FOR BID (05/28/25)
P2	PLUMBING WASTE PLAN			0	05/28/2025	05/28/2025	FOR BID (05/28/25)



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County Road 559 at Lake Mattie Rd.
Auburndale, Florida 33823

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P3	PLUMBING SUPPLY PLAN	0	05/28/2025	05/28/2025	FOR BID (05/28/25)
P4	PLUMBING RISERS	0	05/28/2025	05/28/2025	FOR BID (05/28/25)
Landscape & Hardscape					
G0.00	AMENITY COVER SHEET	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
G0.01	GENERAL NOTES AND SYMBOLS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.00	OVERALL HARDSCAPE & FURNISHING PLAN	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.01	AMENITY AREA HARDSCAPE & FURNISHING PLAN	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.02	AMENITY AREA HARDSCAPE & FURNISHING PLAN	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.03	AMENITY AREA FINISH SCHEDULE	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.04	AMENITY AREA FURNISHING SCHEDULE	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.05	FURNISHING IMAGERY	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.10	AMENITY AREA DETAILS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.11	AMENITY AREA DETAILS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
H3.12	AMENITY AREA DETAILS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L3.00	OVERALL AMENITY LANDSCAPE PLAN	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L3.01	AMENITY LANDSCAPE PLAN	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L3.02	AMENITY LANDSCAPE PLAN	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L3.03	AMENITY LANDSCAPE PLANTING SCHEDULE	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L3.10	LANDSCAPE DETAILS & NOTES	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L4.00	LANDSCAPE DETAILS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L4.01	LANDSCAPE SPECIFICATIONS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
L4.02	LANDSCAPE SPECIFICATIONS	0	05/15/2025	05/16/2025	FOR BID (05/28/25)
Pool					
P0.0	COVER SHEET	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P1.0	PARTIAL SITE PLAN ID, NOTES, CALCS, & UTILITIES	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P1.1	DECK & SAFETY DETAILS & DECK BOM LIST	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.0	POOL - BOM, ID, DATA & BONDING	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.1	POOL DIMENSIONS	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.2	POOL SECTIONS	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.3	POOL BEAM DETAILS	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.4	POOL PIPING LAYOUTS	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.5	POOL RISER DIAGRAM & DIAGRAM KEY	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P2.6	POOL FINISH SCHEDULE	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P3.0	POOL FILTRATION EQUIPMENT BOM, ID, DIMS & DETAILS	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
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P4.0	POOL ELECTRICAL DESIGN	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P5.0	NOTES & SPECIFICATIONS	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)
P5.1	NOTES, SPECS & RESPONSIBILITY LIST	1	06/10/2025	06/11/2025	FOR BID POOL REVISED (06/10/25)

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

LAKE MATTIE POOL AND CABANA
0 CANVAS BLACK CIRCLE
AUBURNDALE, FL

THE OWNER:

(Name, legal status and address)

MATTIE CAPITAL PARTNERS, LLC, Limited Liability Company
9270 WEST LAKE RUBY DR.
WINTER HAVEN, FL 33884

THE ARCHITECT:

(Name, legal status and address)

AB DESIGN GROUP, INC
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:58:01 ET on 12/15/2025.

PAGE 1

LAKE MATTIE POOL AND CABANA
0 CANVAS BLACK CIRCLE
AUBURNDALE, FL

...

MATTIE CAPITAL PARTNERS, LLC, Limited Liability Company
9270 WEST LAKE RUBY DR.
WINTER HAVEN, FL 33884

...

AB DESIGN GROUP, INC
1441 N. RONALD REAGAN BLVD.
LONGWOOD, FL 32750

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, E. RYAN WHITEHEAD, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:58:01 ET on 12/15/2025 under Order No. 4104244850 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

President
(Title)

December 15, 2025
(Dated)

EXHIBIT B
Identification of Improvements

The following Improvements located at the property identified as Tract O on the Plat entitled Lake Mattie Preserve Phase One as recorded in Plat Book 212, Pages 30-39, of the Official Records of Polk County, Florida.

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Everett Whitehead & Son, Inc. dba Whitehead Construction	12/15/2025	Amenity Facilities	\$2,214,942.00

(Remainder of the funds may be reimbursable through reserve release condition funds or future bond issuance, subject to the terms of the *Acquisition Agreement*. Any amounts not reimbursed through such sources shall be considered a contribution of infrastructure by Developer to the District, consistent with the *Acquisition Agreement*.)

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of July 2026, by **PRINCE AND SONS INC.**, a Florida corporation, whose address is 200 F Street South, Haines City, Florida 33844 (“Contractor”), in favor of the **LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in the County of Polk, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for Mattie Capital Partners, LLC, developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorneys’ fees and costs incurred by the District. This indemnification obligation shall survive the execution of this Acknowledgment and the acquisition of the Improvements by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been compensated in an amount at least equal to \$336,625.84 for its services and work related to completion of the Improvements identified in **Exhibit B**, including all payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

[signature page follows]

ATTEST

[print name]

[print name]

PRINCE AND SONS INC.,
a Florida corporation

By: _____

Its: _____

EXHIBIT A

Contract for Construction



200 S. F. Street, Haines City, FL 33844

www.princeandsons.com

Phone 863-422-5207

Polk County License # 15453

Date: 4/18/2026

SUBMITTED TO:

Mattie Capital Partners, LLC.

Wes Donley

Les Dunson

Job Name / Location:

Lake Mattie Preserve Amenity Center

CONTRACT

DESCRIPTION	QTY	TOTAL
Landscape		
3" Caliper Southern Magnolia	3	\$3,600.00
2" Caliper Live Oak	58	\$31,320.00
10' CT Ribbon Fan Palm	8	\$12,160.00
10' CT Silver Date Palm	4	\$11,080.00
10' CT Foxtail Palm Single	6	\$10,320.00
8' CT Triple Foxtail Pal	4	\$2,500.00
2" Caliper Lagerstroemia Indica 'Natchez'	23	\$9,660.00
7 Gal Podocarpus	203	\$9,338.00
7 Gal Viburnum	28	\$1,288.00
3 Gal Cordyline Fruticosa	104	\$1,664.00
3 Gal Flax Lily	500	\$8,000.00
3 Gal Pink Muhly	500	\$8,000.00
3 Gal Green Arboricola	250	\$4,000.00
3 Gal Fakahatchee Grass	81	\$1,296.00
1 Gal Alpinia Zerumbet Variegata	64	\$384.00
1 Gal Emerald Goddess	600	\$3,600.00
3" Mini Pine Bark Nugget Mulch	255Y	\$14,025.00
Bahia Sod	226,678	\$104,271.88
Stenotaphrum Secundatum Sod	21,641	\$12,118.96
Landscape total		\$248,625.84
Irrigation		\$88,000.00
Install irrigation as per plans 3" mainline, PROS spays, MPR nozzles		
ball valves at each group of valves		
Total		\$336,625.84

NOTES, EXCLUSIONS & SUBSTITUTIONS:

Construction company install sleeves we supply PVC

No Bores included

No water use included

No Electrical included

Pump and well by others

If permit required will be added cost

GENERAL TERMS:

1. Payment to be remitted upon completion (no exceptions).

2. Prices good for 30 days - P&S reserves the right to re-bid after 30 days.

Prince and Sons, Inc. Authorized Signature:

Ian Prince

President

Approved By:

W. J. J.

EXHIBIT B
Identification of Improvements

The following Improvements located at the property identified as Tract O on the Plat entitled Lake Mattie Preserve Phase One as recorded in Plat Book 212, Pages 30-39, of the Official Records of Polk County, Florida.

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Prince and Sons Inc.	4/18/2026	Landscaping and Irrigation	\$336,625.84

(Remainder of the funds may be reimbursable through reserve release condition funds or future bond issuance, subject to the terms of the *Acquisition Agreement*. Any amounts not reimbursed through such sources shall be considered a contribution of infrastructure by Developer to the District, consistent with the *Acquisition Agreement*.)

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of July 2026, by **ODOM CONTRACTING LLC**, a Florida limited liability company, whose address is 4605 County Road 542, Lakeland, Florida 33801 (“Contractor”), in favor of the **LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in the County of Polk, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for Mattie Capital Partners, LLC, developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Composite Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Composite Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorneys’ fees and costs incurred by the District. This indemnification obligation shall survive the execution of this Acknowledgment and the acquisition of the Improvements by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been compensated in an amount at least equal to \$146,179.00 for its services and work related to completion of the Improvements identified in **Exhibit B**, including all payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

[signature page follows]

ATTEST

[print name]

[print name]

ODOM CONTRACTING LLC,
a Florida limited liability company

By: _____

Its: _____

COMPOSITE EXHIBIT A
Contract for Construction



P.O. BOX 92019
LAKELAND, FL 33804
863-337-6499

CONTRACTOR AGREEMENT

THIS AGREEMENT made the 24th of February, 2026, for **Lake Mattie Amenity**, by and between **ODOM CONTRACTING** and **MATTIE CAPITAL PARTNERS, LLC**, hereinafter called the Contractor and hereinafter called the Owner.

The Owner shall pay the Contractor for all material and labor to be furnished under the contract the sum of **ONE HUNDRED FORTY SIX THOUSAND, ONE HUNDRED SEVENTY NINE DOLLARS. (\$146,179.00)**

No material price increases shall be passed to the Owner without approval from the Owner.

The Contractor will maintain erosion control during the site work. All work and equipment will be executed and maintained according to all applicable safety procedures as outlined by OSHA.

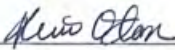
The schedule for the start and completion of the project is TBD and will be discussed and agreed upon between the Owner and the Contractor.

The Contractor and Subcontractors shall name the Owner as Additional Insured on the Contractor's General Liability Policy. Certificates of Insurance shall be provided.

Payment of the Contract Price shall be paid in the following manner:

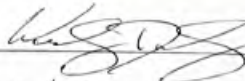
Pay applications submitted by the 25th of each month will be paid on the 10th of the following month. If the 25th falls on a weekend or Holiday, the pay application must be turned in the prior business day.

Signed this 24th day of February, 2026



Kevin Odom
Print Name

ODOM CONTRACTING
PO Box 92019
Lakeland, FL 33804



Wesley Donley
Print Name

MATTIE CAPITAL PARTNERS, LLC
C/O Wesley Donley
2235 Crump Rd
Winter Haven, FL 33881

INVOICE

Odom Contracting, LLC
PO Box 82019
Lakeland, FL 33804

odomcontracting@hotmail.com
+1 (863) 337-8498



Bill to
Mattie Capital Partners, LLC

Ship to
Mattie Capital Partners, LLC

Invoice details
Invoice no.: LMA1
Terms: Net 30
Invoice date: 03/11/2026
Due date: 04/10/2026

Project: Lake Mattie Amenity

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization		1	\$4,750.00	\$4,750.00
2.	Storm		1	\$141,429.00	\$141,429.00
Total					\$146,179.00

EXHIBIT B
Identification of Improvements

The following Improvements located at the property identified as Tract O on the Plat entitled Lake Mattie Preserve Phase One as recorded in Plat Book 212, Pages 30-39, of the Official Records of Polk County, Florida.

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Odom Contracting LLC	2/24/2026	Stormwater Management	\$146,179.00

(Remainder of the funds may be reimbursable through reserve release condition funds or future bond issuance, subject to the terms of the *Acquisition Agreement*. Any amounts not reimbursed through such sources shall be considered a contribution of infrastructure by Developer to the District, consistent with the *Acquisition Agreement*.)

BILL OF SALE AND LIMITED ASSIGNMENT
PHASE 2 IMPROVEMENTS

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ____ day of July 2026, by and between **MATTIE CAPITAL PARTNERS, LLC**, a Florida limited liability company, whose address for purposes hereof is 9270 West Lake Ruby Drive, Winter Haven, Florida 33884 (“**Grantor**”), and for good and valuable consideration, to it paid by the **LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, in and to the following improvements and other interests (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) **Improvements** – All of the right, title, warranty, interest, and benefit in the improvements set forth in attached **Exhibit A** (together, “**Improvements**”); and
- b) **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements.

2. Grantor hereby covenants that, as it relates to the Property and interests owned by Grantor: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) Grantor will warrant and defend the sale of the Property hereby made unto Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, and except as set forth in the acquisition letter, the *Agreement By and Between the Lake Mattie Preserve Community Development District and Mattie Capital Partners, LLC Regarding the Acquisition of Work Product, Improvements, and Real Property*, dated March 7, 2025, and the other instruments delivered in connection with this transaction, this conveyance is made on an “as is” basis. Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers, and conveys to Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, Grantor affirmatively represents that it has the contractual right, consent, and lawful authority of any and all forms to take this action in this document and in this form. Grantor further agrees to cooperate with Grantee in updating all applicable property appraiser and tax

records to reflect Grantee's ownership of the Property following execution of this instrument. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

MATTIE CAPITAL PARTNERS, LLC

Name: Leslie W. Dunson, III

Title: Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of July 2026, by Leslie W. Dunson, III, as Manager of Mattie Capital Partners, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entity identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Identification of Improvements

All of the following located on the real property identified below:

Tract O (Recreation and Open Space Area) as depicted on the Plat of Lake Mattie Preserve Phase One as recorded in Plat Book 212 at Page 30, of the Official Records of Polk County, Florida.

Stormwater Management Facilities:

All stormwater management systems, including, but not limited to, water control structures, pipes, and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including, without limitation, curbs, gutters, and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 2 improvement tract, all in accordance with the approved construction plans.

Water and Wastewater Facilities:

All water and wastewater systems, lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, facilities, fire hydrants, equipment, and other associated appurtenances (if any), now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 2 improvement tract, all in accordance with the approved construction plans.

Amenities:

All amenity/recreational improvements, including, but not limited to, a clubhouse/cabana with restroom facilities, parking areas, a pool, and a tot lot, and other passive amenities and other appurtenances or related improvements (if any), now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 2 improvement tract, all in accordance with the approved construction plans.

Landscaping and Irrigation:

All plants, trees, timber, shrubbery, and other landscaping and plantings now a part of the property constructed in and for the District, all located on portions of the real property located within the Phase 2 District common areas, and all irrigation now a part of the property constructed in and for the District, located on portions of the real property located within the Phase 2 District common areas, all in accordance with the approved construction plans.

**HUNTER ENGINEERING, INC. CERTIFICATION TO
LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT REGARDING
CAPITAL IMPROVEMENT PROJECT IMPROVEMENTS**

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Bryan Hunter, P.E., of Hunter Engineering, Inc., who, after being first duly sworn, deposes and says:

I, Bryan Hunter, am a Professional Engineer registered in the State of Florida. I have reviewed certain documentation, including, but not limited to, permitted plans and specifications, as-builts and applicable permits, and have inspected the Improvements (hereinafter defined). I, or my authorized agent, have conducted on-site observations of certain of the Lake Mattie Preserve Community Development District improvements (the “Improvements”), as more particularly set forth in **Exhibit A**.

I hereby certify to the Lake Mattie Preserve Community Development District (the “District”) the below listed matters:

1) The Improvements have been completed in substantial compliance with the applicable permit requirements and in substantial accordance with the permitted plans and specifications.

2) The Improvements are free from obstruction and are functional for their intended purpose.

3) The Improvements, construction materials, and procedures are consistent with the special purpose of the District and are designed to function for the intended use. The Improvements have been constructed in compliance with all plans, specifications, permits and related drawings, and all required permits, plans and warranties have been transferred to the District.

4) In my opinion, the acquisition amount of **\$2,697,746.84** (1) relates directly to the construction of those certain improvements described in the *Lake Mattie Preserve Community Development District Supplemental Engineer’s Report for Phase 2 Project Infrastructure Improvements*, dated December 3, 2024 (the “Engineer’s Report”), (2) specifically benefits property within the boundaries of the District as described in the Engineer’s Report, and (3) is fair and reasonable. Further, in my opinion, this amount does not exceed the value of the Improvements as installed.

5) With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

[continued on following page]

FURTHER AFFIANT SAYETH NOT.

Bryan Hunter, P.E.
Hunter Engineering, Inc.
Florida Registration No. 53168
District Engineer

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of July 2026, by Bryan Hunter, P.E., of Hunter Engineering, Inc., who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A
Identification of Improvements

The following Improvements located at the property identified as Tract O on the Plat entitled Lake Mattie Preserve Phase One as recorded in Plat Book 212, Pages 30-39, of the Official Records of Polk County, Florida.

IMPROVEMENTS			
Contractor	Contract Date	Description	Estimated Amount
Everett Whitehead & Son, Inc. dba Whitehead Construction	12/15/2025	Amenities	\$2,214,942.00
Prince and Sons Inc.	4/18/2026	Landscaping and Irrigation	\$336,625.84
Odom Contracting LLC	2/24/2026	Stormwater Management	\$146,179.00

(Remainder of the funds may be reimbursable through reserve release condition funds or future bond issuance, subject to the terms of the *Acquisition Agreement*. Any amounts not reimbursed through such sources shall be considered a contribution of infrastructure by Developer to the District, consistent with the *Acquisition Agreement*.)

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Savannah J. Hancock, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of July, 2026, by **Mattie Capital Partners, LLC**, a Florida limited liability company, whose address is 9270 West Lake Ruby Drive, Winter Haven, Florida 33884, hereinafter called the “Grantor,” to the **Lake Mattie Preserve Community Development District**, a local unit of special-purpose government organized under Chapter 190, *Florida Statutes*, whose address is at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, hereinafter called the “Grantee:”

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situated in Polk County, Florida, described as follows:

Tract O (Recreation and Open Space Area) as depicted on the Plat of Lake Mattie Preserve Phase One, recorded in Plat Book 212 at Page 30, of the Official Records of Polk County, Florida.

Parcel ID: 25-27-23-300013-006420

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple and that Grantor has good right and lawful authority to sell and convey said land. Further, Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

MATTIE CAPITAL PARTNERS, LLC

Printed Name: _____
Address: _____

Name: Leslie W. Dunson, III
Title: Manager
Address: _____

Printed Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of July 2026, by Leslie W. Dunson, III, as Manager of Mattie Capital Partners, LLC, on its behalf. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate to a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. To the extent documentary stamp taxes apply, the conveyance is exempt pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code, and/or Section 201.02, Florida Statutes.

SECTION VI

**LAKE MATTIE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Lake Mattie Preserve Community Development District
City of Auburndale, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Lake Mattie Preserve Community Development District, City of Auburndale, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 29, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

May 29, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Lake Mattie Preserve Community Development District, City of Auburndale, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$4,033,303.
- The change in the District's total net position in comparison with the prior fiscal year was \$1,929,076, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$1,225,657, an increase of \$723,066 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, nonspendable for prepaid items, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and special assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2025	2024
Current and other assets	\$ 1,406,873	\$ 2,812,883
Capital assets, net of depreciation	11,419,574	6,100,668
Total assets	12,826,447	8,913,551
Current liabilities	378,842	2,436,670
Long-term liabilities	8,414,302	4,372,654
Total liabilities	8,793,144	6,809,324
Net position		
Net investment in capital assets	3,338,397	1,748,945
Restricted	674,167	344,952
Unrestricted	20,739	10,330
Total net position	\$ 4,033,303	\$ 2,104,227

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 307,645	\$ -
Operating grants and contributions	155,162	60,866
Capital grants and contributions	2,206,799	2,477,720
Total revenues	2,669,606	2,538,586
Expenses:		
General government	89,605	65,506
Maintenance and operations	24,986	-
Bond issue costs	243,575	256,415
Interest	382,364	126,587
Total expenses	740,530	448,508
Change in net position	1,929,076	2,090,078
Net position - beginning	2,104,227	14,149
Net position - ending	\$ 4,033,303	\$ 2,104,227

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$740,530. The costs of the District's activities were paid primarily by program revenues. Program revenues are comprised of developer contributions, assessments and interest earnings. In total, expenses increased from the prior year mainly due to an increase in interest expense in the current year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$11,419,574 invested in capital assets for its governmental activities. No depreciation has been taken as the infrastructure is under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$8,435,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the general operations of the District will continue to increase as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Lake Mattie Preserve Community Development District's Finance Department at 219 E. Livingston Street, Orlando, FL 32801.

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 30,352
Accounts receivable	31
Prepaid items	9,340
Restricted assets:	
Investments	1,367,150
Capital assets:	
Nondepreciable	11,419,574
Total assets	<u>12,826,447</u>
LIABILITIES	
Accounts payable	18,984
Retainage payable	162,232
Accrued interest payable	197,626
Non-current liabilities:	
Due within one year	115,000
Due in more than one year	8,299,302
Total liabilities	<u>8,793,144</u>
NET POSITION	
Net investment in capital assets	3,338,397
Restricted for debt service	674,167
Unrestricted	20,739
Total net position	<u>\$ 4,033,303</u>

See notes to the financial statements

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 89,605	\$ -	\$ 125,000	\$ -	\$ 35,395
Maintenance and operations	24,986	-	-	2,206,799	2,181,813
Interest on long-term debt	382,364	307,645	30,162	-	(44,557)
Bond issue costs	243,575	-	-	-	(243,575)
Total governmental activities	740,530	307,645	155,162	2,206,799	1,929,076
					Change in net position 1,929,076
					Net position - beginning 2,104,227
					Net position - ending <u>\$ 4,033,303</u>

See notes to the financial statements

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 30,352	\$ -	\$ -	\$ 30,352
Investments	-	871,793	495,357	1,367,150
Accounts receivable	31	-	-	31
Prepaid items	9,340	-	-	9,340
Total assets	<u>\$ 39,723</u>	<u>\$ 871,793</u>	<u>\$ 495,357</u>	<u>\$ 1,406,873</u>
LIABILITIES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 18,984	\$ -	\$ -	\$ 18,984
Retainage payable	-	-	162,232	162,232
Total liabilities	<u>18,984</u>	<u>-</u>	<u>162,232</u>	<u>181,216</u>
Fund balances:				
Nonspendable:				
Prepaid items	9,340	-	-	9,340
Restricted for:				
Debt service	-	871,793	-	871,793
Capital projects	-	-	333,125	333,125
Unassigned	11,399	-	-	11,399
Total fund balances	<u>20,739</u>	<u>871,793</u>	<u>333,125</u>	<u>1,225,657</u>
Total liabilities and fund balances	<u>\$ 39,723</u>	<u>\$ 871,793</u>	<u>\$ 495,357</u>	<u>\$ 1,406,873</u>

See notes to the financial statements

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds \$ 1,225,657

Amounts reported for governmental activities in the statement of
net position are different because:

Capital assets used in governmental activities are not financial
resources and, therefore, are not reported as assets in the
governmental funds. The statement of net position includes
those capital assets, net of any accumulated depreciation, in
the net position of the government as a whole.

Cost of capital assets	11,419,574	
Accumulated depreciation	-	11,419,574

Liabilities not due and payable from current available
resources are not reported as liabilities in the governmental
fund statements. All liabilities, both current and long-term, are
reported in the government-wide financial statements.

Accrued interest payable	(197,626)	
Unamortized original issue discount	20,698	
Bonds payable	(8,435,000)	(8,611,928)
Net position of governmental activities		\$ 4,033,303

See notes to the financial statements

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Special assessments	\$ -	\$ 307,645	\$ -	\$ 307,645
Developer contributions	125,000	-	2,192,807	2,317,807
Interest earnings	-	30,162	13,992	44,154
Total revenues	125,000	337,807	2,206,799	2,669,606
EXPENDITURES				
Current:				
General government	89,605	-	-	89,605
Maintenance and operations	24,986	-	-	24,986
Debt service:				
Principal	-	60,000	-	60,000
Interest	-	310,548	-	310,548
Bond issuance costs	-	-	243,575	243,575
Capital outlay	-	-	5,318,906	5,318,906
Total expenditures	114,591	370,548	5,562,481	6,047,620
Excess (deficiency) of revenues over (under) expenditures	10,409	(32,741)	(3,355,682)	(3,378,014)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(48)	48	-
Bond proceeds	-	433,252	3,676,748	4,110,000
Original issue discount	-	-	(8,920)	(8,920)
Total other financing sources (uses)	-	433,204	3,667,876	4,101,080
Net change in fund balances	10,409	400,463	312,194	723,066
Fund balances - beginning	10,330	471,330	20,931	502,591
Fund balances - ending	\$ 20,739	\$ 871,793	\$ 333,125	\$ 1,225,657

See notes to the financial statements

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ 723,066
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of those assets is eliminated in the statement of activities and capitalized in the statement of net position.	5,318,906
Repayments of long-term liabilities are reported as expenditures in the governmental fund statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	60,000
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(4,110,000)
In connection with the issuance of the Bonds, the original issue discount is reported as a financing use/source when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces/increases long-term liabilities in the statement of net position.	8,920
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(568)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the governmental fund financial statements.	(71,248)
Change in net position of governmental activities	<u>\$ 1,929,076</u>

See notes to the financial statements

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Lake Mattie Preserve Community Development District (the "District") was established by the City Commission of the City of Auburndale's approval of Ordinance No. 1711 effective on September 8, 2022, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2025, two of the Board members are affiliated with Mattie Capital Partners, LLC ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report nonspendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Maturities
US Bank Money Market	\$ 1,367,150	N/A	N/A
	<u>\$ 1,367,150</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 6,100,668	\$ 5,318,906	\$ -	\$ 11,419,574
Total capital assets, not being depreciated	6,100,668	5,318,906	-	11,419,574
 Governmental activities capital assets, net	 \$ 6,100,668	 \$ 5,318,906	 \$ -	 \$ 11,419,574

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$34.7 million. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. The District paid the Developer a total of \$61,743 for the cost of infrastructure improvements during the current fiscal year.

NOTE 6 – LONG-TERM LIABILITIES

Series 2024

On March 22, 2024, the District issued \$4,385,000 of Capital Improvement Revenue Bonds, Series 2024 consisting of various Term Bonds with due dates from May 1, 2044, to May 1, 2054 and fixed interest rates ranging from 5.5% to 5.85%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2025, through May 1, 2054.

The Series 2024 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Series 2024 (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Series 2025

On March 7, 2025, the District issued \$4,110,000 of Capital Improvement Revenue Bonds, Series 2025 consisting of various Term Bonds with due dates from May 1, 2045, to May 1, 2055, and fixed interest rates ranging from 5.45% to 5.65%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2026, through May 1, 2055.

The Series 2025 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ending September 30, 2025, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2024	\$ 4,385,000	\$ -	\$ 60,000	\$ 4,325,000	\$ 60,000
Less: original issue discount	(12,346)	-	(419)	(11,927)	-
Series 2025	-	4,110,000	-	4,110,000	55,000
Less: original issue discount	-	(8,920)	(149)	(8,771)	-
Total	<u>\$ 4,372,654</u>	<u>\$ 4,101,080</u>	<u>\$ 59,432</u>	<u>\$ 8,414,302</u>	<u>\$ 115,000</u>

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 115,000	\$ 474,300	\$ 589,300
2027	125,000	468,003	593,003
2028	130,000	461,158	591,158
2029	140,000	454,038	594,038
2030	145,000	446,370	591,370
2031-2035	855,000	2,103,435	2,958,435
2036-2040	1,135,000	1,841,115	2,976,115
2041-2045	1,490,000	1,492,818	2,982,818
2046-2050	1,975,000	1,021,495	2,996,495
2051-2055	2,325,000	381,365	2,706,365
	<u>\$ 8,435,000</u>	<u>\$ 9,144,097</u>	<u>\$ 17,579,097</u>

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$125,000 during the current fiscal year. In addition, the Developer has provided \$2,192,807 in contributions to the capital projects fund in order to fund capital improvements during the current fiscal year.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Developer Contributions	\$ 452,437	\$ 125,000	\$ (327,437)
Total revenues	<u>452,437</u>	<u>125,000</u>	<u>(327,437)</u>
EXPENDITURES			
Current:			
General government	137,437	89,605	47,832
Maintenance and operations	315,000	24,986	290,014
Total expenditures	<u>452,437</u>	<u>114,591</u>	<u>337,846</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	10,409	<u>\$ 10,409</u>
Fund balance - beginning		<u>10,330</u>	
Fund balance - ending		<u>\$ 20,739</u>	

See notes to required supplementary information

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
CITY OF AUBURNDALE, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	3
Employee compensation	\$0
Independent contractor compensation	\$6,549,855
Construction projects to begin on or after October 1; (\$65K)	\$2,971,552
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - \$1,099.52 - \$1,499.34
Special assessments collected	\$307,645
Outstanding Bonds:	
Series 2024 due May 1, 2054	\$4,325,000
Series 2025 due May 1, 2055	\$4,110,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Lake Mattie Preserve Community Development District
City of Auburndale, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Lake Mattie Preserve Community Development District, City of Auburndale, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated May 29, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

May 29, 2026



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Lake Mattie Preserve Community Development District
City of Auburndale, Florida

We have examined Lake Mattie Preserve Community Development District, City of Auburndale, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Lake Mattie Preserve Community Development District, City of Auburndale, Florida and is not intended to be and should not be used by anyone other than these specified parties.

May 29, 2026



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Fax (561) 994-5823
www.graucpa.com

MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Lake Mattie Preserve Community Development District
City of Auburndale, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Lake Mattie Preserve Community Development District, City of Auburndale, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated May 29, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 29, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Lake Mattie Preserve Community Development District, City of Auburndale, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Lake Mattie Preserve Community Development District, City of Auburndale, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

May 29, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District does not have any of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

SECTION VII

Prepared by:

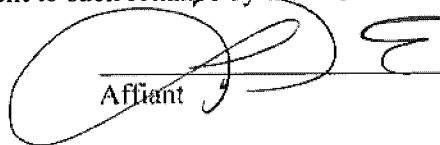
Savannah J. Hancock, Esq.
KILINSKI VAN WYK, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF FLORIDA
COUNTY OF Polk

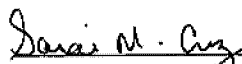
I, Leslie W. Dunson, III ("Affiant"), on being duly sworn, state:

1. I am the Manager of Mattie Capital Partners, LLC, a Florida limited liability company, (the "Company").
2. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.
3. On behalf of the Company, Affiant is authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit "A" (the "Property") or any interests therein.
4. On behalf of the Company, Affiant is authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.
5. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Lake Mattie Preserve Community Development District (the "District") for the purpose of acquiring the Property and specifically consent to such reliance by the District.



Affiant

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 15th day of June 2026 by Leslie W. Dunson, III, as Manager of Mattie Capital Partners, LLC, a Florida limited liability company, on behalf of company.



(Official Notary Signature)
Name: Sarai M. Cruz
Personally Known ☒
OR Produced Identification ☐
Type of Identification _____

[notary seal]

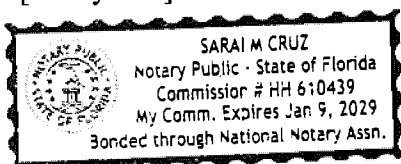


EXHIBIT A

Tracts A, H, I, L, M, and N all as depicted on the plat of *Lake Mattie Preserve Phase One*, recorded at Plat Book 212, Pages 30 – 39, inclusive, of the Public Records of Polk County, Florida.

INSTR # 2026144267
BK 14040 Pgs 1532-1536 PG(s)5
06/16/2026 04:26:13 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 44.00

PREPARED BY AND RETURN TO:

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

Parcel ID Nos.
25-27-23-300013-006280; 25-27-23-300013-006350; 25-27-23-300013-006360
25-27-23-300013-006390; 25-27-23-300013-006400; 25-27-23-300013-006410

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 6th day of June 2026, by **MATTIE CAPITAL PARTNERS, LLC**, a Florida limited liability company, with a mailing address of 9270 West Lake Ruby Drive, Winter Haven, Florida 33884, (hereinafter called the “grantor”), in favor of **LAKE MATTIE PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of c/o Governmental Management Services Central Florida, LLC, 219 East Livingston Street, Orlando, FL 32801 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described at **Exhibit A** attached hereto.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

GRANT OF EASEMENTS

AND FURTHER WITNESS THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remises, releases and quit-claims to Grantee forever, the following non-exclusive, perpetual easement rights which the Grantor has, if any, as more particularly described below ("**Easements**"):

Those certain Drainage Easements, Wall Easements, and Public Utility Easements as identified on the Plat of *Lake Mattie Preserve Phase One*, as recorded in Plat Book 212, Pages 30-39, inclusive, of the Public Records of Polk County, Florida.

And with respect to the foregoing, the rights of ingress and egress over, across, upon, and through the Easement Areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing utilities, stormwater, landscaping, irrigation, wetland and/or other District improvements that comprise the District's capital improvement plan.

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Special Warranty Deed to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

MATTIE CAPITAL PARTNERS, LLC
a Florida limited liability company

Virginia Martin

Print Name: Virginia Martin

Address:

400 50015 W. 4th Rd
Winter Haven, FL 33824

Leslie W. Dunson, III, Manager

Address:

400 50015 W. 4th Rd
Winter Haven, FL 33824

JACK MARTIN

Print Name: JACK MARTIN

Address:

400 50015 W. 4th Rd
Winter Haven, FL 33824

STATE OF FLORIDA

COUNTY OF POLK

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 15th day of June 2026 by Leslie W. Dunson, III, as Manager of Mattie Capital Partners, LLC, a Florida limited liability company, on behalf of company.

Sarah M. Cruz

(Official Notary Signature)

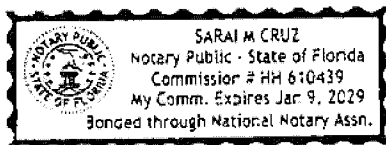
Name: Sarah M. Cruz

Personally Known ☒

OR Produced Identification ☐

Type of Identification ☐

[notary seal]



ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this 5th day of June 2026.

Signed, sealed and delivered
in the presence of:

Witnesses:

Virginia Martin

Name: Virginia Martin

Address: 400 6012 W. Lp Rd
Winter Haven, FL 33884

Jack Martin

Name: JACK MARTIN

Address: 400 6012 W. Lp Rd
Winter Haven, FL 33884

**LAKE MATTIE PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

[Signature]
Chair/Vice Chairman, Board of Supervisors

Address: 9270 W Lake Ruby Drive
Winter Haven, FL 33884

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of June 2026, by Wesley C. Donley, as Chairman of the Board of Supervisors of the Lake Mattie Preserve Community Development District.

Sarah M. Cruz
(Official Notary Signature)
Name: Sarah M. Cruz
Personally Known
OR Produced Identification
Type of Identification

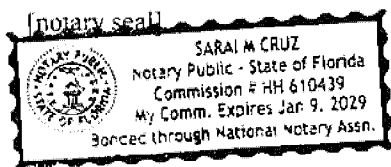


EXHIBIT A

Tracts A, H, I, L, M, and N all as depicted on the plat of *Lake Mattie Preserve Phase One*, recorded at Plat Book 212, Pages 30 – 39, inclusive, of the Public Records of Polk County, Florida.

SECTION VIII

SECTION C

Lake Mattie Preserve CDD Field Management Action Items List

<i>Description</i>	<i>Vendor</i>	<i>Status</i>	<i>Proposal \$</i>	<i>Completion</i>	<i>Notes</i>
Installation of CDD Specific Amenity Signs	GMS	Pending		Est. July 2026	CDD specific amenity signs were ordered and scheduled for installation upon arrival.
Street Sign Maintenance	GMS	Pending			Fallen and slightly damaged street signs were noted on Canvas Back Cir. New Street Sign was ordered and scheduled for repair.
Proposal to Replace Annuals Effected By the Cold Snap	Prince & Sons	Pending	\$ 1,950.00	Est. July 2026	additional medium planting installation. Proposal to replace annuals on the front of the entrance monument landscaping bed.
Proposal for Pool Maintenance	Resort Pools	Discussion	\$1,800 (M), \$21,600 (A)		Note: Pool is currently without water. Maintenance would occur closer to turnover.
Proposal for Janitorial Services	CSS	Discussion	CSS: \$550 (M) (Amenity), \$800 (M) (Pet Station & Trash Bin) Total (\$16,800 (A) Mops & Rags CS:		Note: CSS: \$550 for servicing the amenity 3x a week, \$50 to service container and trash bin 2x a week per container. Currently, (2) dog container and (2) trash bin planned for the dog park.
Proposal for Pest Control Services	All-American	Discussion	All American: \$140 (M), \$85 (Q) Total: \$2,020 Massey: \$65 (M), Rodent Stations (1 time fee of \$160) Total: \$960		Pest Control includes the mailbox area, playground and dog park.

Lake Mattie Preserve - CDD

Field Management Report – Photo Supplement

Maintenance Items



Photo Description:

- ✚ (1) Street sign blade was found slightly damaged and dislodged.

Amenity Review



Photo Description:

- ✚ Pool has been completed while pending entrance rail installation.
- ✚ Playground has been completed.
- ✚ Dog parks partially completed pending sod and gate installation.

Amenity Review Cont'd



SECTION 1

SECTION (a)



POOL SERVICE PROPOSAL FOR LAKE MATTIE

3x per week service all year long including chemicals

\$1800 per month.

Please take into consideration when reviewing other quotes: Included in this price will be the supply and installation of a computer on your pool to add chemicals. The advantage of this is that the pool is being constantly monitored and any change in the chlorine level is corrected instantly by the computer, giving you and your residents safer water. Currently you just have a continuous feed of chlorine to the main pool and if lots of people are in the pool the chlorine pumps cannot maintain a steady level of chemicals, only once everybody is out of the pool will the chemicals slowly return to the level, they have set the pumps at. The computer removes guesswork from what level to set the chemical pumps at, as you will not know how busy the pool will be from one day to the next by having the computer installed this problem isn't an issue any longer.

POOL CLEANING DUTIES

- ✓ Test pool water on each visit and adjust Chlorine and PH levels if required.
- ✓ Vacuum or net pool on each visit. Brush walls and floor as required.
- ✓ Backwash filters to maintain flow required by the Florida Health Department
- ✓ Report any faults in pool equipment to the manager and once approved carry out repairs.
- ✓ Clean tile as required.
- ✓ Maintain computers.
- ✓ Blow off pool deck.
- ✓ Pick up trash within the pool area.

Thank you,

Simon McDonnell

Operations Manager

SECTION (b)

SECTION 1



May 22, 2026

Lake Mattie Preserve CDD
GMS Central Florida
Joel Blanco
Field Manager
3252 Mourning Dove Circle
Auburndale, FL 33823

Thank you for giving CSS Clean Star Services of Central Florida, Inc. the opportunity to present a proposal for the cleaning services. CSS has completed a thorough inspection of the facilities, and after careful consideration of your cleaning service requirements we are pleased to submit our recommendations and pricing.

CSS is a locally owned full Service Janitorial Maintenance Company. We are in our 29th year of operation and we are servicing many accounts throughout Central Florida every day. We specialize in "Class A" cleaning for commercial office buildings, hotels, club houses, stores, restaurants, medical facilities, warehouse spaces, construction sites, and much more.

We use the finest chemicals, and high technology equipment to service janitorial accounts. Our staff is well trained and experienced in their particular line of work. We have at our disposal floor techs 24/7 to accomplish quality services for our customers as needed. We also have our own technician that maintains and repair all our equipment to assure that work is done when required to be done.

Our company's purpose is to create a clean and healthy environment for the people that work in or visit our buildings. Our policy of scheduled quality control inspections by our supervisory staff, combined with immediate response to our customer's needs, provides our clients worry-free service.



OUR MISSION

At CSS, we are committed to exceed our customer's expectations delivering a consistent high-quality service, striving to improve our procedures thru continued feedback with our customers and well-trained staff.

We are convinced that excellence and professionalism is what our customers want from the janitorial vendors, and at CSS we attempt to provide this level of service. By doing so, we will obtain and maintain a high recognition in the Janitorial Industry.

GOAL

100 % Satisfaction

We have attempted to make this proposal as complete as possible; however, if you have any comments or questions, please do not hesitate to contact us.

Thank you again and we look forward to continue developing a relationship with your company.

Sincerely yours,

Tracy Chacon
President CSS
tchacon@starcss.com
407-456-9174

Sandro Di Lollo
Vice-President CSS
sdilollo@starcss.com
407-668-1338



SPECIFICATIONS

1. RESTROOMS

- Remove all collected trash to designated area.
- Clean and sanitize all restroom fixtures, wipe all counters, partitions and doors, empty trash and damp mop floors with germicidal detergent.
- Clean and disinfect all washbasins, toilet bowls, urinals, etc.
- Polish all metal and clean mirrors.
- Restock toilet tissue and soap provided by CSS Clean Star Services.
- Dust and clean all return air vents on an as needed basis.
- Clean and polish all drinking fountains.
- Report any malfunctions to the building manager.

2. CABANA/LENAI/COVERD PATIO AREA

- Remove all cobwebs in cabana area.
- Wipe tables and organize chairs and furniture.
- Spot sweep.
- Spot mop for any spills.
- Report any malfunctions to the building manager.

PRICING FOR SERVICES

- Janitorial Services Three (3) times a week → \$ 550.00/mo
- Littering service around kids playground → \$ 50.00/mo
- Trash and pet collection, twice a week, \$50 per container
- Doggie bags, count of 200, replaced when needed → \$10.00each

Supplies, chemicals, and equipment will be provided by CSS Clean Star Services.
Products used to Disinfect for the Covid19, are CDC certified and approved.



CLEANING CONTRACT AGREEMENT:

The undersigned hereby accepts the proposal of **CSS Clean Star Services of Central Florida, Inc.** upon the following terms:

1. CSS Clean Star Services of Central Florida, Inc. service charge will be the amount mentioned on the pricing page plus tax per month. Payment should be payable to "CSS Clean Star Services of Central Florida, Inc." and mailed to 11121 Camden Park Drive, Windermere, Florida 34786
2. A finance fee of 1.5% will apply if payments are received after the due date shown on the monthly invoice
3. CSS Clean Star Services of Central Florida, Inc. will provide all services and supplies specified in the attached work schedule.
4. In the event that the Customer needs to be in contact with CSS Clean Star Services of Central Florida, Inc. These are the different ways of contact phones: 877-CSS-2350 Email: [and](#) mail: 11121 Camden Park Dr. Windermere, Florida 34786
5. If the customer wants to cancel or amend the contract the costumer shall give 30 day notification, in writing to CSS Clean Star Services of Central Florida, Inc. to change or terminate services. (Failure to this clause will have a charge for the full month price even if the service it's not performed).
6. Other services performed upon request:
7. **Start Date:**

IN WITNESS WHEREOF, the parts have duly executed and sealed this agreement as of the day and year first above written

Printed Name
REPRESENTATIVE OF OWNER
Lake Mattie Preserve CDD

Printed Name
CONTRACTOR
CSS Clean Star Services of
Central Florida Inc.

By: _____

By: _____

Date: _____

Date: _____

SECTION 2

	Date:	July 2, 2026
	Client: Property Location	Lake Mattie Preserve 2590 Canvas Back Circle Auburndale, Florida 33828
	C/O	Governmental Management Service 219 E. Livingston Street Orlando, Florida 32801
	Contact:	Joel Blanco
	Phone:	786-238-9473

Work Specifications: Services include but not limited to the following: 3x Weekly

Restrooms:	Patio and Pool Area:
Clean urinals and toilets with disinfectant cleaner	Clean patio furniture and arrange all pool furniture
Clean all mirrors	Empty trash receptacles and replace liner
Wipe all horizontal surfaces, counter tops, faucets and sink with disinfectant cleaner	Sweep spiders and bugs
Polish chrome and polish all toilet paper and paper towels holders with stainless cleaner	Clean water fountains
Empty trash receptacles and replace liners	Clean surrounding area (from trash and debris)
Refill soap, toilet paper and paper towels	Blow pool deck and surrounding area
Disinfect changing table inner and outer side	Wet washing pool furniture (1x monthly)
Trash receptacles:	
Remove trash and refill liners	Dog Stations/ Dog Park
Clean receptacles and lids (as needed)	Empty stations and refill liners
	Empty dog liners and receptacle liners
Playground/Surrounding area	Clean the dog park area of trash
Clean surrounding area of trash	Clean liner box (as needed)
Blow all sidewalks	

Terms and Conditions

1. Date of service will begin once proposal has been accepted
2. All cleaning supplies will be provided by Mops and Rags Cleaning Service LLC
3. Proposal will expire 30 days from original date

Acceptance of Proposal

Acceptance Signature: _____ **Date:** _____

Cost of Services:

\$1100.00

SECTION (c)

SECTION 1



Estimate Date: 5/27/2026

Estimate Number: 53

Hello GMS Lake Mattie Preserve CDD,

Your estimate for service at 2110 Blue Heron Circle is as follows:

Estimate Description	Quantity	Rate	Amount
Ant Program (Exterior) - For the amenity, playground, dog park and mailboxes	1	340.00	340.00
• Exterior application to treat for ants	1	85.00	85.00
• Exterior application to treat for ants	1	85.00	85.00
• Exterior application to treat for ants	1	85.00	85.00
• Exterior application to treat for ants	1	85.00	85.00
Monthly Pest (Com) - For the amenity, playground, dog park and mailboxes	1	1680.00	1680.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
• Quarterly Pest Prevention	1	140.00	140.00
Subtotal			\$2,020.00
Total			\$2,146.00

Name

Press the button below to sign your agreement and accept services

Terms and Conditions: Applicable to all recurring services: This is a one year agreement automatically renewing itself for a like period. American Lawn & Tree Specialist is hereby authorized and agrees to provide service as noted above. All American Lawn & Tree Specialist is not responsible for plant or sod replacement. The customer agrees to provide proper watering and other maintenance and also to make the premise available to accept service as scheduled (Customer is not required to be present at time of service). This agreement can be cancelled by either party with notice. *This estimate is valid for 90 days.*

Payment Options: Payments by cash and check are accepted. Credit card payments are available upon request with an additional 3% processing fee. Payment by ACH transfer is available upon request with no additional fee.

SECTION 2



MONTHLY PEST PREVENTION SERVICE AGREEMENT

Email Address: CustomerCare@MasseyServices.com
Website: MasseyServices.com
Phone: 1-888-2MASSEY (262-7739)

SERVICE ADDRESS

BILLING ADDRESS

Business Name				Contact Name (Agent)				() Phone					
Property Address				Mailing Address									
City		State		County		Zip		City		State		Zip	
()													
Phone				(Extension)				Email					

Business Type: _____	Service Frequency: _____	Grid # _____
----------------------	--------------------------	--------------

1. **SCOPE OF WORK**
Massey will provide pest prevention services for ☐ Roaches ☐ Ants ☐ Mice ☐ Rats ☐ Pantry Pests ☐ Fruit Flies ☐ Drain Flies
☐ _____ ☐ _____ ☐ _____
2. **AREAS TO BE SERVICED**

3. **SERVICE SCHEDULE**
A. Initial Service Schedule _____ Follow-Up Service on Initial _____
B. Regular Service Schedule _____
4. **CUSTOMER COOPERATION**
Effective Pest Prevention requires a well-sealed structure, quality hygiene, sanitation and storage practices in order to achieve a pest-free environment. We must have your cooperation in accomplishing the following:
A. Maintaining a clean facility and promptly correcting any structural problems and deficiencies in hygiene, sanitation and storage practices noted on our Inspection Service Reports.
B. Arranging for Service Technician(s) access to the premises and access to all locked areas.
5. **INSURANCE**
Massey carries comprehensive General Liability Insurance. Upon request we, will furnish a "Certificate of Insurance" showing coverage in effect.
6. **TERMS OF AGREEMENTS**
A. This Agreement will be effective for an original period of twenty four (24) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month thereafter.
B. If THE COMPANY is at any time dissatisfied with Massey's service, THE COMPANY may cancel service upon giving sixty (60) days written notice.
7. **GUARANTEED SATISFACTION**
See reverse side of this agreement for explanation of Massey's Pest Prevention Guarantee.

8. FIRST YEAR SERVICE CHARGES		SECOND YEAR SERVICE CHARGES		EQUIPMENT/ITEMS PURCHASED	
Initial Service Charge	\$	Monthly Service Charge	\$	# ____ of _____ x \$ _____ EA	\$
Follow Up (as required)	\$	2nd Year Annual Service Amount	\$	# ____ of _____ x \$ _____ EA	\$
Monthly Service Charge x11	\$	5% Discount for Advance Payment	\$	# ____ of _____ x \$ _____ EA	\$
1st Year Annual Service Amount	\$	Discounted Annual Amount	\$	# ____ of _____ x \$ _____ EA	\$
5% Discount for Advance Payment	\$	Applicable Sales Tax	\$	Applicable Sales Tax	\$
Discounted Annual Amount	\$	2nd Year Annual Total	\$	Equipment Total:	\$
Applicable Sales Tax		Note: Massey Services reserves the right to adjust the recurring service charge after the second year of this agreement and at any time due to structural additions and/or modifications.			
1st Year Annual Total	\$				
First Month Service & Equipment Total:					\$

9. **PAYMENT TERMS**
A. Method of payment ☐ Year in Advance Payment less 5% discount ☐ Upon Receipt of Monthly Invoice ☐ Remit to Service Technician
B. Invoices are mailed the beginning of each month and will include the current month's charge. All invoices are due and payable within 30 days.
C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

Massey Address			Accepted for: _____ Date _____	
			THE COMPANY	
City		State		Zip
Phone		Given by: _____ Date _____		
		Massey Services		
Approved by: Massey General Manager		Date		

GUARANTEED SATISFACTION

We guarantee your premises will be FREE of Roach, Ant and Rodent INFESTATION after we have completed your second month of service. This does not mean you will never see another roach, ant or rodent, but it does mean that the thoroughness of our services and your efforts to maintain the highest standards of sanitation will not allow an INFESTATION to develop. In the event of a pest sighting(s):

1. We GUARANTEE to perform a corrective service within 24 hours.
2. We also GUARANTEE to provide this corrective service at *no additional cost to you*.
3. If your pest problem persists and an infestation can be found in the physical structure after 30 days, a **Massey** Manager will verify the infestation and *refund your last regular service charge*.*

For the Hospitality Industry, **Massey** further GUARANTEES that if a guest refuses to pay for a night's lodging or a meal charge due to a pest problem, **Massey** will:

- Verify the problem and take corrective measures immediately.
- Reimburse the Company for the lost lodging and/or meal charge(s).**
- Send a letter of apology to the guest, with a copy sent to the Company Manager.

* A current balance, maximum 30 days, must be maintained to receive any refund or reimbursement under this Guarantee.

** Reimbursement under the terms of the Money Back Guarantee for lost lodging and meal charges will be provided only when The Company Manager notifies a **Massey** Manager within 24 hours and provides the **Massey** Manager with specific details of the problem, lodging and/or meal receipts, guest's name and address. Reimbursement is restricted to one night's lodging charge and one meal charge per occurrence.

GENERAL TERMS AND CONDITIONS

A. CHANGE IN LAW. BY MASSEY SERVICES, INC. (**Massey**) performs its services in accordance with the requirements of Federal, State and local laws. In the event of a change in existing law as it pertains to the services promised herein, **Massey** reserves the right to adjust the monthly service charge or terminate this agreement by giving THE COMPANY 60 days notice.

B. DISCLAIMER. **Massey** liability under this agreement will be terminated if **Massey** is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restriction, or any Act of God or circumstances or cause beyond the control of **Massey**.

This agreement does not cover and **Massey** will not be responsible for:

1. Any present or future insect and/or rodent damage to the structure(s) or contents, or provide for the compensation or repair of same.
2. Damage or loss of personal property resulting from lack of security or acts of third parties.
3. Damage or loss of personal property due to THE COMPANY'S and/or Occupant(s) failure to comply with the specific instructions outlined in the Pest Elimination Preparation Checklist and/or Quality Assurance Inspection Report.
4. **Massey** disclaims any liability for special incidental or consequential damages. The Guarantee stated in this

agreement is given in lieu of any other guarantee or warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

C. NON-PAYMENT DEFAULT. In case of non-payment or default by THE COMPANY, **Massey** has the right to terminate this Agreement and reasonable attorney's fees and costs of collection shall be paid by THE COMPANY, whether suit is filed or not. In addition, interest at the highest rate allowable by law will be assessed for the period of delinquency.

D. ARBITRATION. THE COMPANY and **Massey** agree that any controversy or claim between them arising out of or relating to the interpretation, performance or breach of any provision of this agreement shall be settled exclusively by arbitration. This Contract/Agreement is subject to arbitration pursuant to the Uniform Arbitration Act of the American Arbitration Association. The arbitration award may be entered in any court having jurisdiction. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

E. ENTIRE AGREEMENT. It is understood and agreed between the parties that this agreement constitutes the complete agreement between **Massey** and THE COMPANY and that said agreement may not be changed or altered in any manner, oral or otherwise, by any representative of **Massey** unless alteration or change be in writing and executed by the President of Massey Services under its Corporate Seal.

PRIVACY POLICY FOR EMAIL ADDRESSES

By providing an email address on this agreement, the Customer is consenting to receive emails regarding service alerts, new services and special promotions. Email addresses are kept confidential and used solely for communication from Massey Services.



Go Paperless!

SECTION D

SECTION 1

Lake Mattie Preserve Community Development District

Summary of Check Register

May 13, 2026 to June 23, 2026

Fund	Date	Check No.'s	Amount
General Fund	5/19/26	183-184	\$ 5,547.25
	5/26/26	185-186	\$ 6,692.76
	6/4/26	187-188	\$ 6,725.00
	6/18/26	189-190	\$ 13,127.51
			<u>\$ 32,092.52</u>
General Fund - Autopay	6/1/26	80024-80025	<u>\$ 5,823.66</u>
			\$ 5,823.66
Total Amount			\$ 37,916.18

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
5/19/26	00002	5/15/26 14930	202604 310-51300-31500		*	1,301.00	
		GENERL COUNSEL APR26		KILINSKI VAN WYK PLLC			1,301.00 000183
5/19/26	00020	4/24/26 8158514	202604 310-51300-32300		*	2,123.13	
		TRUSTEE FEES FY26					
		4/24/26 8158514	202604 300-15500-10000		*	2,123.12	
		TRUSTEE FEES FY27		U.S. BANK			4,246.25 000184
5/26/26	00001	4/30/26 70	202604 320-53800-48000		*	1,870.00	
		POND MAINTENANCE APR26					
		4/30/26 71	202604 320-53800-49000		*	1,882.76	
		MES REPAIR					
		4/30/26 72	202604 320-53800-48000		*	660.00	
		STREET SIGN & MONU MAINT					
		4/30/26 73	202604 320-53800-48000		*	330.00	
		TRASH PICK-UP		GOVERNMENTAL MANAGEMENT SERVICES-CF			4,742.76 000185
5/26/26	00021	5/13/26 24032	202605 320-53800-46201		*	1,950.00	
		INSTALL AUUNALS		PRINCE & SONS			1,950.00 000186
6/04/26	00008	3/02/26 28825	202603 310-51300-32200		*	6,600.00	
		AUDIT FYE 9/30/25		GRAU & ASSOCIATES			6,600.00 000187
6/04/26	00007	5/29/26 22692	202605 310-51300-31100		*	125.00	
		BOS MEETING 5/5/26		HUNTER ENGINEERING, INC.			125.00 000188
6/18/26	00001	6/01/26 75	202606 320-53800-12000		*	625.00	
		FIELD MANAGEMENT JUN26					
		6/01/26 76	202606 310-51300-34000		*	3,379.67	
		MANAGEMENT FEES JUN26					
		6/01/26 76	202606 310-51300-35200		*	108.17	
		WEBSITE ADMIN JUN26					
		6/01/26 76	202606 310-51300-35100		*	162.25	
		INFORMATION TECH JUN26					
		6/01/26 76	202606 310-51300-31300		*	515.00	
		DISSEM AGENT SVCS JUN26					
		6/01/26 76	202606 310-51300-51000		*	2.89	
		OFFICE SUPPLIES JUN26					
		6/01/26 76	202606 310-51300-42000		*	7.14	
		POSTAGE JUN26					

LMPR LAKE MATTIE PR ZYAN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		6/01/26 76	202606 330-57200-48300		*	833.33	
		AMENITY ACCESS JUN26		GOVERNMENTAL MANAGEMENT SERVICES-CF			5,633.45 000189
6/18/26 00022		6/11/26 06112026	202606 300-20700-10000		*	3,898.23	
		S2024 ASSESS TRANSFER					
		6/11/26 06112026	202606 300-20700-10000		*	3,595.83	
		S2025 ASSESS TRANSFER		LAKE MATTIE PRESERVE CDD / US BANK			7,494.06 000190
TOTAL FOR BANK A						32,092.52	

LMPR LAKE MATTIE PR ZYAN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/01/26	00023	5/27/26	2566-05. 202605 320-53800-43000 2004 MALLARD BLVD MAY26		*	94.94	
			TECO				94.94 080024
6/01/26	00023	5/27/26	2594-05. 202605 320-53800-43100 LAKE MATTIE PSV PH1 MAY26		*	5,728.72	
			TECO				5,728.72 080025
TOTAL FOR BANK Z						5,823.66	
TOTAL FOR REGISTER						37,916.18	

LMPR LAKE MATTIE PR ZYAN

SECTION 2

Lake Mattie Preserve
Community Development District

Unaudited Financial Reporting
May 31, 2026



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10	Long Term Debt Schedule
11	Assessment Receipt Schedule

Lake Mattie Preserve

Community Development District

Combined Balance Sheet

May 31, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 245,614	\$ -	\$ -	\$ 245,614
Investments:				
Series 2024				
Reserve	\$ -	\$ 310,633	\$ -	\$ 310,633
Revenue	\$ -	\$ 169,637	\$ -	\$ 169,637
Construction	\$ -	\$ -	\$ 382	\$ 382
Series 2025				
Reserve	\$ -	\$ 284,854	\$ -	\$ 284,854
Revenue	\$ -	\$ 126,377	\$ -	\$ 126,377
Construction	\$ -	\$ -	\$ 269,728	\$ 269,728
Restricted Construction	\$ -	\$ -	\$ 244,566	\$ 244,566
Due From General Fund	\$ -	\$ 7,494	\$ -	\$ 7,494
Prepaid Expenses	\$ 3,892	\$ -	\$ -	\$ 3,892
Total Assets	\$ 249,506	\$ 898,994	\$ 514,677	\$ 1,663,177
Liabilities:				
Accounts Payable	\$ 14,396	\$ -	\$ -	\$ 14,396
Retainage Payable	\$ -	\$ -	\$ 162,232	\$ 162,232
Due To Debt Service	\$ 7,494	\$ -	\$ -	\$ 7,494
Total Liabilities	\$ 21,890	\$ -	\$ 162,232	\$ 184,122
Fund Balance:				
Restricted for:				
Debt Service - Series 2024	\$ -	\$ 484,168	\$ -	\$ 484,168
Debt Service - Series 2025	\$ -	\$ 414,827	\$ -	\$ 414,827
Capital Projects - Series 2024	\$ -	\$ -	\$ 382	\$ 382
Capital Projects - Series 2025	\$ -	\$ -	\$ 352,062	\$ 352,062
Unassigned	\$ 227,616	\$ -	\$ -	\$ 227,616
Total Fund Balances	\$ 227,616	\$ 898,994	\$ 352,445	\$ 1,479,055
Total Liabilities & Fund Balance	\$ 249,506	\$ 898,994	\$ 514,677	\$ 1,663,177

Lake Mattie Preserve

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance

Revenues:

Assessments - On Roll	\$ 302,512	\$ 302,512	\$ 308,658	\$ 6,146
Assessments - Direct	\$ 97,381	\$ 97,381	\$ 97,379	\$ (1)
Interest	\$ -	\$ -	\$ 1,423	\$ 1,423
Total Revenues	\$ 399,893	\$ 399,893	\$ 407,460	\$ 7,567

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 8,000	\$ 1,000	\$ 7,000
FICA Expense	\$ 900	\$ 600	\$ 77	\$ 524
Engineering	\$ 15,000	\$ 10,000	\$ 1,938	\$ 8,063
Attorney	\$ 25,000	\$ 16,667	\$ 5,137	\$ 11,530
Annual Audit	\$ 6,500	\$ 6,500	\$ 6,600	\$ (100)
Assessment Administration	\$ 5,150	\$ 5,150	\$ 5,150	\$ -
Arbitrage	\$ 900	\$ 1,350	\$ 1,350	\$ -
Dissemination	\$ 6,180	\$ 4,120	\$ 4,120	\$ -
Trustee Fees	\$ 4,446	\$ 4,446	\$ 6,723	\$ (2,277)
Management Fees	\$ 40,556	\$ 27,038	\$ 27,037	\$ 0
Information Technology	\$ 1,947	\$ 1,298	\$ 1,298	\$ (0)
Website Maintenance	\$ 1,298	\$ 865	\$ 865	\$ (0)
Postage & Delivery	\$ 1,000	\$ 667	\$ 186	\$ 481
Insurance	\$ 6,934	\$ 6,934	\$ 5,732	\$ 1,202
Printing & Binding	\$ 500	\$ 333	\$ 3	\$ 330
Legal Advertising	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Other Current Charges	\$ 3,000	\$ 2,000	\$ 372	\$ 1,628
Office Supplies	\$ 445	\$ 297	\$ 1	\$ 295
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 136,931	\$ 99,772	\$ 67,764	\$ 32,008

Operations & Maintenance

Field Expenditures

Property Insurance	\$ 7,500	\$ 7,500	\$ 2,204	\$ 5,296
Field Management	\$ 15,000	\$ 10,000	\$ 5,000	\$ 5,000
Landscape Maintenance	\$ 73,500	\$ 49,000	\$ 47,798	\$ 1,202
Landscape Replacement	\$ 7,500	\$ 5,000	\$ 1,950	\$ 3,050
Streetlights	\$ 19,558	\$ 13,039	\$ 60,428	\$ (47,389)
Electric	\$ 2,000	\$ 1,333	\$ 1,714	\$ (380)
Aquatic Maintenance	\$ 10,800	\$ 7,200	\$ -	\$ 7,200
Pond Basin Maintenance	\$ 9,000	\$ 6,000	\$ -	\$ 6,000
Irrigation Repairs	\$ 4,500	\$ 3,000	\$ 3,882	\$ (882)
Water and Sewer	\$ 30,000	\$ 20,000	\$ -	\$ 20,000
General Repairs & Maintenance	\$ 12,500	\$ 8,333	\$ 2,860	\$ 5,473
Field Contingency	\$ 4,200	\$ 2,800	\$ 6,983	\$ (4,183)

Subtotal Field Expenditures	\$ 196,058	\$ 133,205	\$ 132,819	\$ 386
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Lake Mattie Preserve

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Amenity Expenditures				
Amenity - Electric	\$ 5,500	\$ 3,667	\$ -	\$ 3,667
Amenity - Water	\$ 2,750	\$ 1,833	\$ -	\$ 1,833
Internet	\$ 1,500	\$ 1,000	\$ -	\$ 1,000
Pest Control	\$ 904	\$ 603	\$ -	\$ 603
Janitorial Service	\$ 12,000	\$ 8,000	\$ -	\$ 8,000
Security Services	\$ 15,000	\$ 10,000	\$ -	\$ 10,000
Amenity Management	\$ 10,000	\$ 6,667	\$ -	\$ 6,667
Pool Maintenance	\$ 10,500	\$ 7,000	\$ -	\$ 7,000
Amenity Repairs & Maintenance	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Amenity Contingency	\$ 3,750	\$ 2,500	\$ -	\$ 2,500
Subtotal Amenity Expenditures	\$ 66,904	\$ 44,603	\$ -	\$ 44,603
Total Operations & Maintenance	\$ 262,962	\$ 177,808	\$ 132,819	\$ 44,989
Total Expenditures	\$ 399,893	\$ 277,580	\$ 200,583	\$ 76,997
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 206,877	
Net Change in Fund Balance	\$ -		\$ 206,877	
Fund Balance - Beginning	\$ -		\$ 20,739	
Fund Balance - Ending	\$ -		\$ 227,616	

Lake Mattie Preserve

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 308,811	\$ 308,811	\$ 315,083	\$ 6,273
Interest	\$ 11,118	\$ 11,118	\$ 10,846	\$ (272)
Total Revenues	\$ 319,928	\$ 319,928	\$ 325,929	\$ 6,001
Expenditures:				
<u>Series 2024</u>				
Interest - 11/1	\$ 122,998	\$ 122,998	\$ 122,998	\$ -
Principal - 5/1	\$ 60,000	\$ 60,000	\$ 60,000	\$ -
Interest - 5/1	\$ 122,998	\$ 122,998	\$ 122,998	\$ -
Total Expenditures	\$ 305,995	\$ 305,995	\$ 305,995	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 13,933		\$ 19,934	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 13,933.06		\$ 19,934	
Fund Balance - Beginning	\$ 152,711		\$ 464,233	
Fund Balance - Ending	\$ 166,644		\$ 484,168	

Lake Mattie Preserve

Community Development District

Debt Service Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 284,854	\$ 284,854	\$ 290,640	\$ 5,786
Interest	\$ 2,817	\$ 2,817	\$ 9,320	\$ 6,504
Total Revenues	\$ 287,671	\$ 287,671	\$ 299,961	\$ 12,290
Expenditures:				
<u>Series 2025</u>				
Interest - 11/1	\$ 114,153	\$ 114,153	\$ 114,153	\$ -
Principal - 5/1	\$ 55,000	\$ 55,000	\$ 55,000	\$ -
Interest - 5/1	\$ 114,153	\$ 114,153	\$ 114,153	\$ -
Total Expenditures	\$ 283,305	\$ 283,305	\$ 283,305	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 4,366		\$ 16,656	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (9,390)	\$ (9,390)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (9,390)	\$ (9,390)
Net Change in Fund Balance	\$ 4,365.89		\$ 7,266	
Fund Balance - Beginning	\$ 116,927		\$ 407,560	
Fund Balance - Ending	\$ 121,293		\$ 414,827	

Lake Mattie Preserve

Community Development District

Capital Projects Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 9	\$ 9
Total Revenues	\$ -	\$ -	\$ 9	\$ 9
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 9	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 9	
Fund Balance - Beginning			\$ 373	
Fund Balance - Ending			\$ 382	

Lake Mattie Preserve

Community Development District

Capital Projects Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 12,334	\$ 12,334
Total Revenues	\$ -	\$ -	\$ 12,334	\$ 12,334
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 2,413	\$ (2,413)
Total Expenditures	\$ -	\$ -	\$ 2,413	\$ (2,413)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 9,922	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 9,390	\$ 9,390
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 9,390	\$ 9,390
Net Change in Fund Balance	\$ -		\$ 19,312	
Fund Balance - Beginning			\$ 332,751	
Fund Balance - Ending			\$ 352,062	

Lake Mattie Preserve
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ -	\$ 34,775	\$ 1,921	\$ 6,060	\$ 262,083	\$ 3,819	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,658
Assessments - Direct	\$ 48,690	\$ -	\$ -	\$ -	\$ 24,345	\$ -	\$ -	\$ 24,345	\$ -	\$ -	\$ -	\$ -	\$ 97,379
Interest	\$ -	\$ -	\$ 0	\$ 22	\$ 62	\$ 456	\$ 432	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 1,423
Other Income	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Total Revenues	\$ 48,690	\$ -	\$ 34,775	\$ 1,943	\$ 30,467	\$ 262,539	\$ 4,251	\$ 24,795	\$ -	\$ -	\$ -	\$ -	\$ 407,460

Expenditures:

General & Administrative:

Supervisor Fees	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ 1,000
FICA Expense	\$ -	\$ -	\$ -	\$ 46	\$ -	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ 77
Engineering	\$ 625	\$ 1,125	\$ -	\$ -	\$ -	\$ -	\$ 63	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ 1,938
Attorney	\$ 263	\$ 822	\$ 78	\$ 62	\$ 192	\$ 572	\$ 1,301	\$ 1,847	\$ -	\$ -	\$ -	\$ -	\$ 5,137
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600
Assessment Administration	\$ 5,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,150
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Dissemination	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ 515	\$ -	\$ -	\$ -	\$ -	\$ 4,120
Trustee Fees	\$ 2,123	\$ -	\$ -	\$ -	\$ -	\$ 2,477	\$ 2,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,723
Management Fees	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ -	\$ -	\$ -	\$ -	\$ 27,037
Information Technology	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ 1,298
Website Maintenance	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ 108	\$ -	\$ -	\$ -	\$ -	\$ 865
Postage & Delivery	\$ -	\$ 4	\$ 3	\$ 152	\$ 8	\$ 14	\$ 1	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 186
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Printing & Binding	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 47	\$ 45	\$ 35	\$ 43	\$ 40	\$ 40	\$ 75	\$ 48	\$ -	\$ -	\$ -	\$ -	\$ 372
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 1
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 18,284	\$ 6,161	\$ 4,731	\$ 5,069	\$ 4,405	\$ 13,868	\$ 8,628	\$ 6,618	\$ -	\$ -	\$ -	\$ -	\$ 67,764

Lake Mattie Preserve
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ 1,485	\$ 719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,204
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	5,000
Landscape Maintenance	\$ 7,356	\$ 5,731	\$ 5,731	\$ 5,731	\$ 5,731	\$ 5,731	\$ 5,731	\$ 6,056	\$ -	\$ -	\$ -	\$ -	47,798
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950	\$ -	\$ -	\$ -	\$ -	1,950
Streetlights	\$ 6,123	\$ 6,123	\$ 19,538	\$ 5,729	\$ 5,729	\$ 5,729	\$ 5,729	\$ 5,729	\$ -	\$ -	\$ -	\$ -	60,428
Electric	\$ 341	\$ 175	\$ 243	\$ 297	\$ 252	\$ 230	\$ 107	\$ 69	\$ -	\$ -	\$ -	\$ -	1,714
Aquatic Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pond Basin Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ 2,381	\$ 877	\$ 130	\$ 201	\$ 202	\$ 91	\$ -	\$ -	\$ -	\$ -	\$ -	3,882
Water and Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,860	\$ -	\$ -	\$ -	\$ -	\$ -	2,860
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ 5,100	\$ -	\$ 1,883	\$ -	\$ -	\$ -	\$ -	\$ -	6,983
Subtotal Field Expenditures	\$ 15,930	\$ 15,754	\$ 27,015	\$ 12,512	\$ 17,638	\$ 12,517	\$ 17,025	\$ 14,428	\$ -	\$ -	\$ -	\$ -	132,819
Amenity Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Amenity Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 15,930	\$ 15,754	\$ 27,015	\$ 12,512	\$ 17,638	\$ 12,517	\$ 17,025	\$ 14,428	\$ -	\$ -	\$ -	\$ -	132,819
Total Expenditures	\$ 34,213	\$ 21,915	\$ 31,746	\$ 17,580	\$ 22,043	\$ 26,385	\$ 25,653	\$ 21,047	\$ -	\$ -	\$ -	\$ -	200,583
Excess (Deficiency) of Revenues over Expenditures	\$ 14,476	\$ (21,915)	\$ 3,029	\$ (15,637)	\$ 8,424	\$ 236,154	\$ (21,403)	\$ 3,749	\$ -	\$ -	\$ -	\$ -	206,877

Lake Mattie Preserve

Community Development District

Long Term Debt Report

SERIES 2024, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATE:	5.550%, 5.850%
MATURITY DATE:	5/1/2054
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$308,810
RESERVE FUND BALANCE	\$310,633
BONDS OUTSTANDING - 3/22/24	\$4,385,000
LESS: Principal Payment - 05/01/25	(\$60,000)
LESS: Principal Payment - 05/01/26	(\$60,000)

CURRENT BONDS OUTSTANDING	\$4,265,000
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SERIES 2025, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATE:	5.450%, 5.650%
MATURITY DATE:	5/1/2055
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$284,854
RESERVE FUND BALANCE	\$284,854
BONDS OUTSTANDING - 3/07/25	\$4,110,000
LESS: Principal Payment - 05/01/26	(\$55,000)

CURRENT BONDS OUTSTANDING	\$4,055,000
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Lake Mattie Preserve

Community Development District

Special Assessment Receipts

Fiscal Year 2026

Gross \$ 325,282.74 \$ 332,054.32 \$ 306,294.78 \$ 963,631.84
 \$ 302,512.95 \$ 308,810.52 \$ 284,854.15 \$ 896,177.61

ON ROLL ASSESSMENTS

							ASSESSED THROUGH COUNTY			
							33.76%	34.46%	31.79%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	2024 Debt Service	2025 Debt Service	Total
12/08/25	ACH	\$106,567.95	(\$4,262.97)	(\$2,046.10)	\$0.00	\$100,258.88	\$33,843.30	\$34,547.84	\$31,867.74	\$100,258.88
12/31/25	ACH	\$2,904.45	(\$87.12)	(\$56.35)	\$0.00	\$2,760.98	\$931.99	\$951.40	\$877.59	\$2,760.98
01/09/26	ACH	\$5,808.90	(\$203.31)	(\$112.11)	\$0.00	\$5,493.48	\$1,854.37	\$1,892.98	\$1,746.13	\$5,493.48
01/29/26	ACH	\$0.00	\$0.00	\$0.00	\$197.25	\$197.25	\$66.58	\$67.97	\$62.70	\$197.25
02/12/26	ACH	(\$9,636.32)	\$0.00	\$0.00	\$0.00	(\$9,636.32)	(\$3,252.83)	(\$3,320.54)	(\$3,062.95)	(\$9,636.32)
02/12/26	ACH	\$28,844.60	(\$693.04)	(\$563.03)	\$0.00	\$27,588.53	\$9,312.76	\$9,506.63	\$8,769.14	\$27,588.53
03/13/26	ACH	\$792,251.27	\$0.00	(\$15,845.03)	\$0.00	\$776,406.24	\$262,083.02	\$267,538.95	\$246,784.27	\$776,406.24
04/17/26	ACH	\$10,862.40	\$0.00	(\$217.25)	\$0.00	\$10,645.15	\$3,593.37	\$3,668.17	\$3,383.61	\$10,645.15
04/30/26	ACH	\$0.00	\$0.00	\$0.00	\$27.96	\$27.96	\$9.44	\$9.63	\$8.89	\$27.96
04/30/26	ACH	\$0.00	\$0.00	\$0.00	\$639.70	\$639.70	\$215.94	\$220.43	\$203.33	\$639.70
TOTAL		\$ 937,603.25	\$ (5,246.44)	\$ (18,839.87)	\$ 864.91	\$ 914,381.85	\$ 308,657.94	\$ 315,083.46	\$ 290,640.45	\$ 914,381.85

102%	Gross Percent Collected
\$ -	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

MATTIE CAPITAL PARTNERS LLC						
2026-01				Net Assessments	\$ 97,379.37	\$ 97,379.37
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	
10/27/25	11/1/25	1160	\$ 48,689.69	\$ 48,689.69	\$ 48,689.69	
2/3/26	2/1/26	1171	\$ 24,344.84	\$ 24,344.84	\$ 24,344.84	
5/5/26	5/1/26	1195	\$ 24,344.84	\$ 24,344.84	\$ 24,344.84	
			\$ 97,379.37	\$ 97,379.37	\$ 97,379.37	