FILED 6/23/2020
DOCUMENT NO. 03251-2020
FPSC - COMMISSION CLERK

State of Florida

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER ● 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: June 23, 2020

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM: Justin Sewards, Public Utility Analyst III, Division of Accounting & Finance

RE: Docket No. 20190185-WS - Application for authority to transfer assets of exempt entity in Sumter County by the City of Wildwood to South Sumter Utility Company, LLC.

Please place the following email and attachments into the docket file.

From: Martin S. Friedman
To: Justin Sewards
Subject: FW: South Sumter - Wildwood Transfer
Date: Monday, March 30, 2020 10:24:53 AM
Attachments: Infrastructure Cost Documents (O2805318x9F8AD).pdf

---

Justin,

Attached are the Contracts with the water and wastewater infrastructure costs. Let me know if you need anything else. Sorry for the delay.

Marty

DEAN MEAD
ATTORNEYS AT LAW
www.deanmead.com

Martin S Friedman
Attorney at Law
MFriedman@deanmead.com
D: 407-310-2077
Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 S. Orange Avenue, Suite 700, Orlando, FL 32801
Orlando | Fort Pierce | Tallahassee | Viera/Melbourne
Bio vCard

PRIVILEGED INFORMATION DISCLAIMER: This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email, destroy any hard copies thereof, and notify us immediately by telephone. Thank you.

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 46 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

BOUGAINVILLEA VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated August 4, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Bougainvillea Villas

You are notified that the Contract Time under the above contract will commence to run on **August 4, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Bougainvillea Villas** **(Includes Plan Revision #1 – Dated: 6/29/2016)**	**October 15, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: August 4, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: August 4, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **4th** day of **August** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 46 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Bougainvillea Villas** **(Includes thru Revision #1 – Dated: 6/29/2016)**	**October 15, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Bougainvillea Villas – (Includes Plan Revision #1 – Dated: 6/29/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 4, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____
DEAN

Name: ~~Dan~~ Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4th day of August, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Bougainvillea Villas

RP FENNEY, LLC.

DRAINAGE

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" H.D.P.E.		L.F.		
2	12" H.D.P.E.		L.F.		
3	15" H.D.P.E.		L.F.		
4	18" H.D.P.E.		L.F.		
5	24" H.D.P.E.		L.F.		
6	30" H.D.P.E.		EA.		
7	Type "C" Inlet (0'-6')		EA.		
8	Type "C" Inlet (6'-8')		EA.		
9	Modified Type V Inlet w/ P Bottom (0'-6')		EA.		
10	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
11	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
12	Storm Manhole w/ P Bottom (8'-10')		EA.		
13	Storm Manhole w/ J Bottom (10'-12') (5' ID)		EA.		
14	8" x 90 H.D.P.E. Bend		EA.		
15	12" x 22.5 H.D.P.E. Bend		EA.		
16	12" x 45 H.D.P.E. Bend		EA.		
17	12" x 90 H.D.P.E. Bend		EA.		
18	15" x 22.5 H.D.P.E. Bend		EA.		
19	15" x 45 H.D.P.E. Bend		EA.		
20	12" x 12" x 8" H.D.P.E. Tee		EA.		
21	12" x 12" x 12" H.D.P.E. Tee		EA.		
22	15" x 15" x 15" H.D.P.E. Tee		EA.		
23	15" x 12" H.D.P.E. Reducer		EA.		
24	12" H.D.P.E. Cap		EA.		
25	12" x 12" NDS Inlet Grate		EA.		
26	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	12" Edge Curb		L.F.		
6	4" Thick 3000 PSI Concrete		S.Y.		
7	Speed Limit / No Outlet, Post Mounted		E.A.		
8	30" Stop / Street Sign Combo, Post Mounted		E.A.		
9	4" Solid White Stripe (Thermo)		L.F.		
10	24" Stop Bar (Thermo)		E.A.		
11	Concrete Wheel Stops		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	2 Roadway Sleeves - SECO (2-2")		L.F.		
3	2 Roadway Sleeves - SECO (1-4", 1-2")		L.F.		
4	2 Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
5	3 Roadway Sleeves - SECO (3-2")		L.F.		
6	3 Roadway Sleeves - SECO (1-2"), Tele (1-4"), Cable (1-4")		L.F.		
7	3 Roadway Sleeves - SECO (1-4", 2-2")		L.F.		
8	5 Roadway Sleeves - SECO (1-2", 1-4") Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Bougainvillea Villas

RP FENNEY, LLC.

UTILITY TRENCHING

SECTION II - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trench	[redacted]	L.F.	[redacted]	[redacted]
2	Joint Utility Trench		L.F.		
3	Finish Grading (46Lots)		EA.		
				TOTAL	

SANITARY SEWER - COW

SECTION III - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (8'-10')	2	EA.	$ 2,645.00	$ 5,290.00
2	Sanitary Sewer Manhole (10'-12')	1	EA.	$ 2,850.00	$ 2,850.00
3	Sanitary Sewer Manhole (12'-14')	2	EA.	$ 3,110.00	$ 6,220.00
4	8" P.V.C. Gravity Main (SDR 35)	1,069	L.F.	$ 18.04	$ 19,284.76
5	8" x 4" P.V.C. Wye	33	EA.	$ 48.75	$ 1,608.75
6	4" x 45 P.V.C. Bend	33	EA.	$ 25.00	$ 825.00
7	Single Service Assembly (Villa)	39	EA.	$ 147.00	$ 5,733.00
8	4" P.V.C. Service Line	1,190	L.F.	$ 10.88	$ 12,947.20
9	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 54,758.71

WATER DISTRIBUTION - COW POTABLE

SECTION III - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	266	L.F.	$ 6.87	$ 1,827.42
2	6" P.V.C. Water Main (DR 25)	649	L.F.	$ 9.07	$ 5,886.43
3	8" P.V.C. Water Main (DR 25)	840	L.F.	$ 11.89	$ 9,987.60
4	4" Bell Joint Restraint	9	EA.	$ 52.00	$ 468.00
5	6" Bell Joint Restraint	15	EA.	$ 58.00	$ 870.00
6	8" Bell Joint Restraint	19	EA.	$ 89.00	$ 1,691.00
7	4" Gate Valve and Box	2	EA.	$ 645.00	$ 1,290.00
8	6" Gate Valve and Box	3	EA.	$ 771.00	$ 2,313.00
9	8" Gate Valve and Box	3	EA.	$ 1,091.00	$ 3,273.00
10	6" x 6" x 6" M.J.D.I. Tee	1	EA.	$ 382.00	$ 382.00
11	8" x 8" x 6" M.J.D.I. Tee	1	EA.	$ 440.00	$ 440.00
12	8" x 8" x 8" M.J.D.I. Tee	2	EA.	$ 478.00	$ 956.00
13	6" x 4" M.J.D.I. Reducer	1	EA.	$ 211.00	$ 211.00
14	8" x 4" M.J.D.I. Reducer	2	EA.	$ 262.00	$ 524.00
15	8" x 6" M.J.D.I. Reducer	1	EA.	$ 272.00	$ 272.00
16	1" Service Line	1,150	L.F.	$ 5.06	$ 5,819.00
17	Meter Box Assembly, Single	46	EA.	$ 365.00	$ 16,790.00
18	4" Blow-Off Assembly	3	EA.	$ 1,228.00	$ 3,684.00
19	Fire Hydrant Assembly	2	EA.	$ 2,688.00	$ 5,376.00
20	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 414.00	$ 414.00
21	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$ 494.00	$ 494.00
				TOTAL	$ 62,968.45

SCHEDULE OF UNIT PRICES

Bougainvillea Villas

RP FENNEY, LLC.

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Irrigation Main (SDR 21)		L.F.		
2	4" P.V.C. Irrigation Main (DR 25)		L.F.		
3	6" P.V.C. Irrigation Main (DR 25)		L.F.		
4	4" Gate Valve and Box		EA.		
5	4" x 4" x 4" M.J.D.I. Tee		EA.		
6	6" x 6" x 4" M.J.D.I. Tee		EA.		
7	6" x 4" M.J.D.I. Reducer		EA.		
8	2" P.V.C. Cap		EA.		
9	4" x 2" M.J.D.I. Tapped Plug		EA.		
10	1" Service Line		L.F.		
11	Meter Box Assembly, Single (Irrigation)		EA.		
12	4" Blow Off Assembly		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE				$ (1,281.56)
				TOTAL	$ (1,281.56)

SCHEDULE OF UNIT PRICES

Bougainvillea Villas

RP FENNEY, LLC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	11,500.00
GEOTECHNICAL TESTING	$	8,050.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (46 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING		
TOTAL - UTILITY TRENCHING	$	[redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (46 LOTS)	$	[redacted]
SECTION III: - COW		
TOTAL - SANITARY SEWER - COW	$	54,758.71
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	62,968.45
TOTAL - SECTION III	$	**117,727.16**
COST PER LOT (46 LOTS)	$	**2,559.29**
SECTION IV: - FWCA		
TOTAL - FWCA IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LOT (46 LOTS)	$	[redacted]
	TOTAL	[redacted]
SECTION V:		
WRAP INSURANCE - (.292%)	$	**(1,281.56)**
TOTAL - SECTION V	$	**(1,281.56)**
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LOT (46 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: ~~Dean~~ Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **45 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

CYPRESS VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated June 6, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Cypress Villas

You are notified that the Contract Time under the above contract will commence to run on **June 6, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Cypress Villas**	**November 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jarrod Reader

Its: ~~President~~ Vice President

Date: June 6, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: June 6, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **6th** day of **June** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 45 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates**		**McDonough Development Services**
	4450 NE 83rd Road	**AND**	**4450 N.E. 83rd Road**
	Wildwood, FL 34785		**Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase AKA – The Village of Fenney Cypress Villas (Includes thru Revision #1)	**November 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase AKA- The Village of Fenney – Cypress Villas – (Includes Plan Revision #1)**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **June 6, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jeffrey Reader

Its: ~~President~~ Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 6th day of June, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jordan Reader

Its: ~~President~~ Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Cypress Villas (Rev 1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	Type "C" Inlet (0'-6')		EA.		
8	Type "C" Inlet (6'-8')		EA.		
9	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
10	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
11	Storm Manhole w/ P Bottom (6'-8')		EA.		
12	Storm Manhole w/ P Bottom (8'-10')		EA.		
13	12" x 22.5° H.D.P.E. Bend		EA.		
14	12" x 45 H.D.P.E. Bend		EA.		
15	15" x 22.5 H.D.P.E. Bend		EA.		
16	15" x 45 H.D.P.E. Bend		EA.		
17	12" x 12" x 8" H.D.P.E. Tee		EA.		
18	15" x 15" x 8" H.D.P.E. Tee		EA.		
19	12" x 12" x 12" H.D.P.E. Wye		EA.		
20	15" x 15" x 15" H.D.P.E. Wye		EA.		
21	15" x 12" H.D.P.E. Reducer		EA.		
22	12" H.D.P.E. Cap		EA.		
23	15" H.D.P.E. Cap		EA.		
24	12" x 12" NDS Inlet Grate		EA.		
25	Dewatering / Sock Drain		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Spillout Curb		L.F.		
6	Edge Curb 12"		L.F.		
7	Stop/Street Combo, Post Mounted		EA.		
8	Speed Limit w/ No Outlet		EA.		
9	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" (1) SECO		L.F.		
2	4" (1) Telephone, 4" (1) Cable		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading (45 Lots)		LS.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Cypress Villas (Rev 1)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	5	EA.	$ 2,155.00	$ 10,775.00
2	Sanitary Sewer Manhole (6'-8')	1	EA.	$ 2,415.00	$ 2,415.00
3	8" P.V.C. Gravity Main (SDR 35)	1,212	LF	$ 19.54	$ 23,682.48
4	8" x 4" P.V.C. Wye (SDR 35)	31	EA.	$ 53.75	$ 1,666.25
5	4" x 45 P.V.C. Bend (SDR 35)	31	EA.	$ 30.00	$ 930.00
6	Single Service Assembly (Villa)	35	EA.	$ 157.00	$ 5,495.00
7	4" P.V.C Service Line	1,050	LF	$ 11.88	$ 12,474.00
8	Dewatering / Sock Pipe	0	LF	$ 12.00	$ -
				TOTAL	$ 57,437.73

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	272	L.F.	$ 7.37	$ 2,004.64
2	6" P.V.C. Water Main (DR 25)	782	L.F.	$ 9.67	$ 7,561.94
3	8" P.V.C. Water Main (DR 25)	342	L.F.	$ 12.54	$ 4,288.68
4	4" Bell Joint Restraint	8	EA.	$ 54.00	$ 432.00
5	6" Bell Joint Restraint	21	EA.	$ 60.00	$ 1,260.00
6	8" Bell Joint Restraint	10	EA.	$ 92.00	$ 920.00
7	6" Gate Valve and Box	6	EA.	$ 861.00	$ 5,166.00
8	8" Gate Valve and Box	2	EA.	$ 1,190.00	$ 2,380.00
9	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
10	8" x 8" x 6" MJ DI Tee	1	EA.	$ 460.00	$ 460.00
11	8" x 8" x 8" MJ DI Tee	1	EA.	$ 498.00	$ 498.00
12	6" x 4" MJ DI Reducer	2	EA.	$ 221.00	$ 442.00
13	8" x 4" MJ DI Reducer	1	EA.	$ 272.00	$ 272.00
14	8" x 6" MJ DI Reducer	1	EA.	$ 282.00	$ 282.00
15	4" x 2" MJ DI Tapped Cap	2	EA.	$ 127.00	$ 254.00
16	4" MJ DI Cap	1	EA.	$ 127.00	$ 127.00
17	1" Service Line	245	L.F.	$ 5.51	$ 1,349.95
18	1.5" Service Line	665	L.F.	$ 6.34	$ 4,216.10
19	Meter Box Assembly, Single	7	EA.	$ 375.00	$ 2,625.00
20	Meter Box Assembly, Double	19	EA.	$ 670.00	$ 12,730.00
21	2" Blow Off Assembly	2	EA.	$ 872.00	$ 1,744.00
22	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
23	6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
24	8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 56,418.31

WRAP INSURANCE

SECTION IV - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE - (.00292)	1	L.S.	$ (1,005.26)	$ (1,005.26)
				TOTAL	$ (1,005.26)

SCHEDULE OF UNIT PRICES
Cypress Villas (Rev 1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$9,675.00
GEOTECHNICAL TESTING	$	$8,325.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (45 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (45 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	$57,437.73
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$56,418.31
TOTAL - SECTION III	$	$113,856.04
COST PER LOT (45 LOTS)	$	$2,530.13
	TOTAL	[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(1,005.26)
TOTAL - SECTION V	$	(1,005.26)
GRAND TOTAL SECTIONS I, II, III, IV	$	[redacted]
COST PER LOT (45 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: ~~Juan Barberree~~ Jennifer Rapose
Its: ~~President~~ VICE PRESIDENT

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **55 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

HONEYSUCKLE VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated January 17, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Honeysuckle Villas

You are notified that the Contract Time under the above contract will commence to run on **January 17, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Honeysuckle Villas** **(Includes through Plan Revision #1)**	**March 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: January 17, 2017

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: January 17, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **17th** day of **January** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 55 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Honeysuckle Villas** **(Includes thru Revision #1)**	**January 17, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Honeysuckle Villas – (Includes through Plan Revision #1).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract

Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **January 17, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 17th day of January, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Honeysuckle Villas (Thru Plan Rev #1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	36" S.D. (HDPE)		L.F.		
8	Type C Inlet (0'-6')		EA.		
9	Type C Inlet (6'-8')		EA.		
10	Modified Type V Inlet w/ P Bottom (0'-6')		EA.		
11	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
12	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
13	Modified Type V Inlet w/ J Bottom (10'-12') (6' ID)		EA.		
14	Storm Manhole w/ J Bottom (8'-10') (5' ID)		EA.		
15	Storm Manhole w/ J Bottom (10'-12') (5' ID)		EA.		
16	Storm Manhole w/ J Bottom (12'-14') (5' ID)		EA.		
17	8" x 90 H.D.P.E. Bend		EA.		
18	12" x 22.5° H.D.P.E. Bend		EA.		
19	12" x 90° H.D.P.E. Bend		EA.		
20	12" x 12" x 8" H.D.P.E. Tee		EA.		
21	12" x 12" x 12" H.D.P.E. Tee		EA.		
22	15" x 15" x 8" H.D.P.E. Tee		EA.		
23	15" x 12" H.D.P.E. Reducer		EA.		
24	12" H.D.P.E. Cap		EA.		
25	12" x 12" NDS Inlet Grate		EA.		
26	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Edge Curb 12"		L.F.		
6	Concrete Wheel Stops		E.A.		
7	Stop/Street Combo, Post Mounted		E.A.		
8	Speed Limit/No Outlet, Post Mounted		E.A.		
9	4" Solid White Stripe (Thermo)		L.F.		
10	24" Solid White Stripe (Thermo)		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - SECO		L.F.		
2	4" Roadway Sleeves - Telephone (1), Cable (1)		L.F.		
3	4" Roadway Sleeves - SECO (1), Telephone (1), Cable (1)		L.F.		
4	SECO Roadway Sleeves - 4" (1), 2" (4)		L.F.		
5	SECO Roadway Sleeves - 2" (2)		L.F.		
				TOTAL	

UTILITY TRENCHING

SECTION II - (Developer Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trenching		L.F.		
2	Joint Utility Trenching		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Honeysuckle Villas (Thru Plan Rev #1)

RP FENNEY, LLC.

FINISH GRADING

SECTION II - (Developer Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Lot Grading (55 Lots)		L.S.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	3	EA.	$ 2,155.00	$ 6,465.00
2	Sanitary Sewer Manhole (6'-8')	2	EA.	$ 2,415.00	$ 4,830.00
3	Sanitary Sewer Manhole (8'-10')	1	EA.	$ 2,700.00	$ 2,700.00
4	Sanitary Sewer Manhole (10'-12')	1	EA.	$ 2,975.00	$ 2,975.00
5	Sanitary Sewer Manhole (12'-14')	1	EA.	$ 4,100.00	$ 4,100.00
6	8" P.V.C. Gravity Main (SDR 35)	1,634	LF	$ 19.54	$ 31,928.36
7	8" x 4" P.V.C. Wye (SDR 35)	45	EA.	$ 53.75	$ 2,418.75
8	4" x 45 P.V.C. Bend (SDR 35)	45	EA.	$ 30.00	$ 1,350.00
9	Single Service Assembly (Villa)	55	EA.	$ 157.00	$ 8,635.00
10	4" P.V.C Service Line	1,250	LF	$ 11.88	$ 14,850.00
11	Dewatering / Sock Pipe	0	LF	$ 12.00	$ -
				TOTAL	$ 80,252.11

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	271	L.F.	$ 7.37	$ 1,997.27
2	6" P.V.C. Water Main (DR 25)	1,015	L.F.	$ 9.67	$ 9,815.05
3	8" P.V.C. Water Main (DR 25)	690	L.F.	$ 12.54	$ 8,652.60
4	4" Bell Joint Restraint	6	EA.	$ 54.00	$ 324.00
5	6" Bell Joint Restraint	17	EA.	$ 60.00	$ 1,020.00
6	8" Bell Joint Restraint	9	EA.	$ 92.00	$ 828.00
7	6" Gate Valve and Box	6	EA.	$ 861.00	$ 5,166.00
8	8" Gate Valve and Box	2	EA.	$ 1,190.00	$ 2,380.00
9	6" x 6" x 6" MJDI Tee	3	EA.	$ 397.00	$ 1,191.00
10	8" x 8" x 8" MJDI Tee	1	EA.	$ 498.00	$ 498.00
11	6" x 4" MJDI Reducer	3	EA.	$ 221.00	$ 663.00
12	8" x 6" MJDI Reducer	2	EA.	$ 282.00	$ 564.00
13	1" Service Line	1,925	LF	$ 5.51	$ 10,606.75
14	Meter Box Assembly, Single	55	EA.	$ 375.00	$ 20,625.00
15	4" Blow Off Assembly	3	EA.	$ 1,273.00	$ 3,819.00
16	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
17	6" x 6" Fire Hydrant Tee	2	EA.	$ 434.00	$ 868.00
				TOTAL	$ 74,675.67

SCHEDULE OF UNIT PRICES

Honeysuckle Villas (Thru Plan Rev #1)

RP FENNEY, LLC.

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA - (Utility Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Irrigation Main (SDR 21)		L.F.		
2	4" P.V.C. Irrigation Main (DR 25)		L.F.		
3	4" Gate Valve and Box		EA.		
4	4" X 22.5° M.J.D.I. Bend		EA.		
5	4" X 45° M.J.D.I. Bend		EA.		
6	4" x 4" x 4" MJDI Tee		EA.		
7	4" x 2" M.J.D.I. Tapped Plug		EA.		
8	2" P.V.C. Cap		EA.		
9	1" Service Line		L.F.		
10	Meter Box Assembly, Single		EA.		
11	2" Blow-Off Assembly		L.F.		
				TOTAL	

WRAP INSURANCE

SECTION V - (Developer Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE - (.00292)	1	L.S.	($1,568.58)	$ (1,568.58)
				TOTAL	$ (1,568.58)

SCHEDULE OF UNIT PRICES
Honeysuckle Villas (Thru Plan Rev #1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	11,660.00
GEOTECHNICAL TESTING	$	9,570.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (55 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)		
TOTAL - UTILITY TRENCHING	$	[redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (55 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	80,252.11
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	74,675.67
TOTAL - SECTION III	$	154,927.78
COST PER LOT (55 LOTS)	$	2,816.87
SECTION IV: - FWCA - (Utility Funded)		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LOT (55 LOTS)	$	[redacted]
TOTAL - SECTION I, II, III, & IV		[redacted]
SECTION V: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(1,568.58)
TOTAL - SECTION V	$	(1,568.58)
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LOT (55 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberee
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **62 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

HYACINTH VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated November 4, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Hyacinth Villas

You are notified that the Contract Time under the above contract will commence to run on **November 4, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Hyacinth Villas** **(Includes through Plan Revision #2)**	**December 15, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: November 4, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: November 4, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **4th** day of **November** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 62 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer: **Farner, Barley & Associates**
4450 NE 83rd Road
Wildwood, FL 34785

AND

McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Bougainvillea Villas** **(Includes thru Revision #2)**	**December 15, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100**% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Hyacinth Villas – (Includes through Plan Revision #2).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract

Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **November 4, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4th day of November, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Hyacinth Villas (Per Rev #2)

R.P.Fenney, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" H.D.P.E.		L.F.		
2	12" H.D.P.E.		L.F.		
3	15" H.D.P.E.		L.F.		
4	18" H.D.P.E.		L.F.		
5	24" H.D.P.E.		L.F.		
6	30" H.D.P.E.		L.F.		
7	36" H.D.P.E.		L.F.		
8	Type C Inlet (0'-6')		EA.		
9	Modified Type V Inlet w/ P Bottom (0'-6')		EA.		
10	Storm Manhole w/ P Bottom (0'-6')		EA.		
11	Storm Manhole w/ P Bottom (6'-8')		EA.		
12	Storm Manhole w/ J Bottom (6'-8') (6' ID)		EA.		
13	8" x 90 H.D.P.E. Bend		EA.		
14	12" x 22.5° H.D.P.E. Bend		EA.		
15	12" x 45° H.D.P.E. Bend		EA.		
16	12" x 90° H.D.P.E. Bend		EA.		
17	12" x 12" x 8" H.D.P.E. Tee		EA.		
18	12" x 12" x 12" H.D.P.E. Tee		EA.		
19	15" x 15" x 8" H.D.P.E. Tee		EA.		
20	15" x 12" H.D.P.E. Reducer		EA.		
21	12" H.D.P.E. Cap		EA.		
22	12" x 12" NDS Inlet Grate		EA.		
23	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Type SP 9.5 Asphalt		S.Y.		
4	Prime Coat		S.Y.		
5	Spillout Curb		L.F.		
6	12" Edge Curb		L.F.		
7	Speed Limit / No Outlet, Post Mounted		E.A.		
8	30" Stop / Street Sign Combo, Post Mounted		E.A.		
9	4" Solid White Stripe (Thermo)		L.F.		
10	24" Stop Bar (Thermo)		E.A.		
11	Concrete Wheel Stops		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sleeves - SECO (1 - 4")		L.F.		
2	Sleeves - Tele (1 - 4") Cable (1 - 4")		L.F.		
3	Sleeves - SECO (1 - 4") Tele (1 - 4") Cable (1 - 4")		L.F.		
4	Sleeves - SECO (1 - 2")		L.F.		
5	Sleeves - SECO (1 - 4", 4 - 2")		L.F.		
6	Sleeves - SECO (3 - 2")		L.F.		
7	Sleeves - SECO (4 - 2")		L.F.		
8	Sleeves - SECO (1 - 4", 1 - 2")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Hyacinth Villas (Per Rev #2)

R.P.Fenney, LLC.

UTILITY TRENCHING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trenching	[redacted]	L.F.	[redacted]	[redacted]
2	Joint Utility Trenching		L.F.		
1	Finish Grading (62 Lots)		L.S.		
				TOTAL	

SANITARY SEWER - COW

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	2	EA.	$ 2,155.00	$ 4,310.00
2	Sanitary Sewer Manhole (6'-8')	1	EA.	$ 2,415.00	$ 2,415.00
3	Sanitary Sewer Manhole (8'-10')	3	EA.	$ 2,700.00	$ 8,100.00
4	Sanitary Sewer Manhole (10'-12')	2	EA.	$ 2,975.00	$ 5,950.00
5	8" P.V.C. Gravity Main (SDR 35)	1,630	L.F.	$ 19.54	$ 31,850.20
6	8" x 4" P.V.C. Wye (SDR 35)	52	EA.	$ 53.75	$ 2,795.00
7	4" x 45 P.V.C. Bend	52	EA.	$ 30.00	$ 1,560.00
8	Single Sewer Assembly (Villa)	57	EA.	$ 157.00	$ 8,949.00
9	4" P.V.C. Service Line	1,425	L.F.	$ 11.88	$ 16,929.00
10	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 82,858.20

WATER DISTRIBUTION - POTABLE - COW

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	123	L.F.	$ 7.37	$ 906.51
2	6" P.V.C. Water Main (DR 25)	909	L.F.	$ 9.67	$ 8,790.03
3	8" P.V.C. Water Main (DR 25)	764	L.F.	$ 12.54	$ 9,580.56
4	12" P.V.C. Water Main (DR 18)	256	L.F.	$ 26.05	$ 6,668.80
5	4" Bell Joint Restraint	2	EA.	$ 54.00	$ 108.00
6	6" Bell Joint Restraint	10	EA.	$ 60.00	$ 600.00
7	8" Bell Joint Restraint	11	EA.	$ 92.00	$ 1,012.00
8	12" Bell Joint Restraint	10	EA.	$ 163.00	$ 1,630.00
9	6" Gate Valve and Box	3	EA.	$ 861.00	$ 2,583.00
10	8" Gate Valve and Box	3	EA.	$ 1,190.00	$ 3,570.00
11	12" Gate Valve and Box	1	EA.	$ 2,109.00	$ 2,109.00
12	8" x 22.5 M.J.D.I. Bend	1	EA.	$ 352.00	$ 352.00
13	12" x 90 M.J.D.I. Bend	1	EA.	$ 638.00	$ 638.00
14	6" x 6" x 6" M.J.D.I. Tee	1	EA.	$ 397.00	$ 397.00
15	8" x 8" x 6" M.J.D.I. Tee	1	EA.	$ 460.00	$ 460.00
16	6" x 4" M.J.D.I. Reducer	1	EA.	$ 221.00	$ 221.00
17	8" x 6" M.J.D.I. Reducer	1	EA.	$ 282.00	$ 282.00
18	12" M.J.D.I. Cap	1	EA.	$ 341.00	$ 341.00
19	1" Service Line	1,375	L.F.	$ 5.51	$ 7,576.25
20	Meter Box Assembly, Single	55	EA.	$ 375.00	$ 20,625.00
21	4" Blow-Off Assembly	1	EA.	$ 1,273.00	$ 1,273.00
22	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
23	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
24	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 76,334.15

SCHEDULE OF UNIT PRICES

Hyacinth Villas (Per Rev #2)

R.P.Fenney, LLC.

WATER DISTRIBUTION - IRRIGATION - FWCA

SECTION IV - FWCA - (Utility Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Irrigation Main		L.F.		
2	4" P.V.C. Irrigation Main		L.F.		
3	4" Gate Valve and Box		EA.		
4	4" X 22.5° M.J.D.I. Bend		EA.		
5	4" x 4" x 4" M.J.D.I. Tee		EA.		
6	2" P.V.C. Cap		EA.		
7	4" x 2" M.J.D.I. Tapped Plug		EA.		
8	1" Service Line		L.F.		
9	Meter Box Assembly, Single (Irrigation)		EA.		
10	4" Blow-Off Assembly		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	$584,325.71		-0.00292	$ (1,706.23)
				TOTAL	$ (1,706.23)

SCHEDULE OF UNIT PRICES
Hyacinth Villas (Per Rev #2)
R.P.Fenney, LLC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	$ [redacted]
TOTAL - ROADS	$	$ [redacted]
TOTAL - ROADWAY SLEEVES	$	$ [redacted]
SUBTOTAL	$	$ [redacted]
CONSTRUCTION STAKING	$	$13,330.00
GEOTECHNICAL TESTING	$	$11,470.00
TOTAL - SECTION I	$	$ [redacted]
COST PER LOT (62 LOTS)	$	
SECTION II: - UTILITY TRENCHING		
TOTAL - UTILITY TRENCHING	$	$ [redacted]
TOTAL - FINISH GRADING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (62 LOTS)	$	
SECTION III: - CITY OF WILDWOOD		
TOTAL - SANITARY SEWER - COW	$	$82,858.20
TOTAL - WATER DISTRIBUTION - COW	$	$76,334.15
TOTAL - SECTION III	$	$159,192.35
COST PER LOT (62 LOTS)	$	$2,567.62
SECTION IV: FWCA		
TOTAL - WATER DISTRIBUTION - IRRIGATION - FWCA	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LOT (62 LOTS)	$	
TOTAL - SECTIONS I, II, III, & IV	$	[redacted]
COST PER LOT (62 LOTS)	$	
	TOTAL	[redacted]
SECTION V - WRAP INSURANCE		
WRAP INSURANCE - (.292%)	$	(1,706.23)
TOTAL - SECTION V	$	(1,706.23)
GRAND TOTAL SECTIONS I, II, III, IV, & V	$	[redacted]
COST PER LOT (62 LOTS)	$	

OWNER:
R.P. FENNEY, LLC

By: _____
Dean Barberree, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **78 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

LANTANA VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated June 20, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Lantana Villas

You are notified that the Contract Time under the above contract will commence to run on **June 13, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Lantana Villas**	**December 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jeffrey Reader

Its: ~~President~~ Vice President

Date: June 20, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: June 20, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **20th** day of **June** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 78 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase **AKA – The Village of Fenney** **Lantana Villas** **(Includes thru Revision #1)**	**December 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2, below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed, 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional

supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase AKA- The Village of Fenney – Lantana Villas.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **June 20, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ JEFFREY READER

Its: ~~President~~ VICE PRESIDENT

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 20th day of June, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jerran Reader

Its: ~~President~~ Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Lantana Villas (Rev #1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	8" x 90 H.D.P.E. Bend		EA.		
4	12" x 22.5 H.D.P.E. Bend		EA.		
5	12" x 45° H.D.P.E. Bend		EA.		
6	12" x 12" x 8" H.D.P.E. Tee		EA.		
7	12" x 12" x 12" H.D.P.E. Tee		EA.		
8	12" H.D.P.E. Cap		EA.		
9	Yard Drain Inlet 12" Grate		EA.		
10	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type SP-9.5		S.Y.		
4	Prime Coat		S.Y.		
5	Spillout Curb		L.F.		
6	12" Edge Curb		L.F.		
7	30" STOP/Street Combo Sign, Post Mounted		EA.		
8	Speed Limit w/No Outlet Sign, Post Mounted		EA.		
9	4" White Solid Stripe (Thermo)		L.F.		
10	24" Stop Bar		EA.		
11	Concrete Wheel Stops		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (2-2")		L.F.		
4	Roadway Sleeves - SECO (2-2", 1-4")		L.F.		
5	Roadway Sleeves - SECO (1-2", 2-4")		L.F.		
6	Roadway Sleeves - SECO (2-2"), Tele (1-4"), Cable (1-4")		L.F.		
7	Roadway Sleeves - SECO (2-4", 1-2"), Tele (1-4"), Cable (1-4")		L.F.		
8	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Lantana Villas (Rev #1)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')		EA.	$ 2,155.00	$ -
2	Sanitary Sewer Manhole (6'-8')		EA.	$ 2,415.00	$ -
3	Sanitary Sewer Manhole (8'-10')		EA.	$ 2,700.00	$ -
4	Sanitary Sewer Manhole (12'-14')		EA.	$ 4,100.00	$ -
5	Sanitary Sewer Manhole (14'-16')		EA.	$ 4,865.00	$ -
6	8" P.V.C. Gravity Main (SDR 26)		L.F.	$ 26.37	$ -
7	8" P.V.C. Gravity Main (SDR 35)		L.F.	$ 19.54	$ -
8	8" x 4" P.V.C. Wye (SDR 35)		EA.	$ 53.75	$ -
9	8" x 6" P.V.C. Wye (SDR 35)		EA.	$ 64.00	$ -
10	8" x 6" P.V.C. Wye (SDR 26)		EA.	$ 80.50	$ -
11	4" x 45 P.V.C. Bend (SDR 35)		EA.	$ 30.00	$ -
12	6" x 45 P.V.C. Bend (SDR 35)		EA.	$ 34.95	$ -
13	6" x 45 P.V.C. Bend (SDR 26)		EA.	$ 44.05	$ -
14	Single Service Assembly (Villa)		EA.	$ 157.00	$ -
15	Single Service Assembly (Unit)		EA.	$ 182.00	$ -
16	Double Service Assembly		EA.	$ 217.50	$ -
17	4" P.V.C. Service Line		L.F.	$ 11.88	$ -
18	6" P.V.C Service Line		L.F.	$ 12.86	$ -
19	Dewatering / Sock Pipe		L.F.	$ 12.00	$ -
				TOTAL	$ -

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	303	L.F.	$ 7.37	$ 2,233.11
2	6" P.V.C. Water Main (DR 25)	1,310	L.F.	$ 9.67	$ 12,667.70
3	8" P.V.C. Water Main (DR 25)	896	L.F.	$ 12.54	$ 11,235.84
4	4" Bell Joint Restraint	11	EA.	$ 54.00	$ 594.00
5	6" Bell Joint Restraint	26	EA.	$ 60.00	$ 1,560.00
6	8" Bell Joint Restraint	10	EA.	$ 92.00	$ 920.00
7	6" Gate Valve and Box	6	EA.	$ 861.00	$ 5,166.00
8	8" Gate Valve and Box	2	EA.	$ 1,190.00	$ 2,380.00
9	8" x 22.5 MJ DI Bend	1	EA.	$ 352.00	$ 352.00
10	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
11	8" x 8" x 6" MJ DI Tee	1	EA.	$ 460.00	$ 460.00
12	8" x 8" x 8" MJ DI Tee	1	EA.	$ 498.00	$ 498.00
13	6" x 4" MJ DI Reducer	2	EA.	$ 221.00	$ 442.00
14	8" x 4" MJ DI Reducer	1	EA.	$ 272.00	$ 272.00
15	8" x 6" MJ DI Reducer	1	EA.	$ 282.00	$ 282.00
16	4" x 2" MJDI Tapped Cap	3	EA.	$ 127.00	$ 381.00
17	1" Service Line	1,610	L.F.	$ 5.51	$ 8,871.10
18	1.5" Service Line	560	L.F.	$ 6.34	$ 3,550.40
19	Meter Box Assembly, Single	46	EA.	$ 375.00	$ 17,250.00
20	Meter Box Assembly, Double	16	EA.	$ 670.00	$ 10,720.00
21	2" Blow-Off Assembly	3	EA.	$ 872.00	$ 2,616.00
22	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
23	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
24	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 89,856.15

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$1,136.80	$ (1,136.80)
				TOTAL	$ (1,136.80)

SCHEDULE OF UNIT PRICES
Lantana Villas (Rev #1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	13,650.00
GEOTECHNICAL TESTING	$	11,700.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (78 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (78 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	-
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	89,856.15
TOTAL - SECTION III	$	89,856.15
COST PER LOT (78 LOTS)	$	1,152.00
TOTAL		[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(1,136.80)
TOTAL - SECTION IV	$	(1,136.80)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (78 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: ~~Dean Barberree~~ JEFFROY REAGER
Its: ~~President~~ VICE PRESIDENT

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **66 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, (SSU – SOUTH SUMTER UTILITY) SANITARY SEWER AND WATER DISTRIBUTION POTABLE WITHIN THE UNIT PROJECT.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

(SSU)
SOUTH SUMTER UTILITY COMPANY, LLC

LIVE OAK VILLAS

THE VILLAGES OF LAKE-SUMTER, INC.
1020 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated November 6, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Live Oak Villas - SSU

You are notified that the Contract Time under the above contract will commence to run on **October 14, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Live Oak Villas - SSU**	**February 1, 2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By: Tom McDonough

Name: Tommy McDonough

Its: Vice-President

Date: November 6, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By:

Name: Ike Rainey

Its: President

Date: November 6, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **6th** day of **November** in the year **2017** by and between **The Villages of Lake-Sumter, Inc.** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 66 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, (SSU – SOUTH SUMTER UTILITY) SANITARY SEWER AND WATER DISTRIBUTION POTABLE WITHIN THE UNIT PROJECT.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **SSU – Live Oak Villas** **(Includes thru Revision #1)**	**February 1, 2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100**% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA- The Village of Fenney – SSU – Live Oak Villas – (Includes Plan Revision #1).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **November 6, 2017** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 6th day of November, 2017

OWNER:

THE VILLAGE OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Live Oak Villas (Rev #1)

THE VILLAGES OF LAKE-SUMTER, INC.

SANITARY SEWER - SOUTH SUMTER UTILITY - (District)

SECTION I - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	4	EA.	$ 2,155.00	$ 8,620.00
2	Sanitary Sewer Manhole (6'-8')	3	EA.	$ 2,415.00	$ 7,245.00
3	Sanitary Sewer Manhole (8'-10')	1	EA.	$ 2,700.00	$ 2,700.00
4	8" P.V.C. Gravity Main (SDR 35)	1,976	L.F.	$ 19.54	$ 38,611.04
5	8" x 4" P.V.C. Wye (SDR 35)	3	EA.	$ 53.75	$ 161.25
6	8" x 6" P.V.C. Wye (SDR 35)	28	EA.	$ 64.00	$ 1,792.00
7	4" x 45 P.V.C. Bend (SDR 35)	3	EA.	$ 30.00	$ 90.00
8	6" x 45 P.V.C. Bend (SDR 35)	28	EA.	$ 34.95	$ 978.60
9	Single Service Assembly (Villa)	5	EA.	$ 157.00	$ 785.00
10	Double Service Assembly	30	EA.	$ 217.50	$ 6,525.00
11	4" P.V.C. Service Line	150	L.F.	$ 11.88	$ 1,782.00
12	6" P.V.C Service Line	1,350	L.F.	$ 12.86	$ 17,361.00
13	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
[illegible]	[illegible]	[illegible]	[illegible]	TOTAL	$ [illegible]

SCHEDULE OF UNIT PRICES

Live Oak Villas (Rev #1)

THE VILLAGES OF LAKE-SUMTER, INC.

WATER DISTRIBUTION POTABLE - SOUTH SUMTER UTILITY - (District)

SECTION I - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	292	L.F.	$ 7.37	$ 2,152.04
2	6" P.V.C. Water Main (DR 25)	740	L.F.	$ 9.67	$ 7,155.80
3	8" P.V.C. Water Main (DR 25)	1,132	L.F.	$ 12.54	$ 14,195.28
4	4" Bell Joint Restraint	8	EA.	$ 54.00	$ 432.00
5	6" Bell Joint Restraint	11	EA.	$ 60.00	$ 660.00
6	8" Bell Joint Restraint	14	EA.	$ 92.00	$ 1,288.00
7	4" Gate Valve and Box	2	EA.	$ 734.00	$ 1,468.00
8	6" Gate Valve and Box	3	EA.	$ 861.00	$ 2,583.00
9	8" Gate Valve and Box	3	EA.	$ 1,190.00	$ 3,570.00
10	8" x 22.5 MJ DI Bend	1	EA.	$ 352.00	$ 352.00
11	8" x 45 MJ DI Bend	2	EA.	$ 355.00	$ 710.00
12	6" x 6" x 6" MJ DI Tee	1	EA.	$ 397.00	$ 397.00
13	8" x 8" x 6" MJ DI Tee	2	EA.	$ 460.00	$ 920.00
14	8" x 8" x 8" MJ DI Tee	1	EA.	$ 498.00	$ 498.00
15	6" x 4" MJ DI Reducer	1	EA.	$ 221.00	$ 221.00
16	8" x 4" MJ DI Reducer	1	EA.	$ 272.00	$ 272.00
17	4" x 2" MJDI Tapped Cap	2	EA.	$ 127.00	$ 254.00
18	8" MJ DI Cap	1	EA.	$ 223.00	$ 223.00
19	1" Service Line	315	L.F.	$ 5.51	$ 1,735.65
20	1.5" Service Line	980	L.F.	$ 6.34	$ 6,213.20
21	Meter Box Assembly, Single	9	EA.	$ 375.00	$ 3,375.00
22	Meter Box Assembly, Double	28	EA.	$ 670.00	$ 18,760.00
23	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
24	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
25	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
26	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ [illegible]

WRAP INSURANCE

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$501.31	$ (501.31)
				TOTAL	$ (501.31)

SCHEDULE OF UNIT PRICES

Live Oak Villas (Rev #1)

THE VILLAGES OF LAKE-SUMTER, INC.

SUMMARY

SECTION I: - SSU (District)		
TOTAL - SANITARY SEWER		$ 86,650.89
TOTAL - WATER DISTRIBUTION - POTABLE		$ 75,789.97
SUBTOTAL		$ 162,440.86
CONSTRUCTION STAKING - (3%)		$ 4,967.00
GEOTECHNICAL TESTING - (2.6%)		$ 4,274.00
TOTAL - SECTION I		$ 171,681.86
COST PER LOT (66 LOTS)		$ 2,601.24
	TOTAL	171,681.86
SECTION II: - (Developer)		
WRAP INSURANCE - (.292%)		$ (501.31)
TOTAL - SECTION II		$ (501.31)
GRAND TOTAL SECTIONS I & II		$ 171,180.55
COST PER LOT (66 LOTS)		$ 2,593.64

OWNER:
THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
Name: Tommy McDonough
Its: Vice President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **80 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, (SSU – SOUTH SUMTER UTILITY) SANITARY SEWER AND WATER DISTRIBUTION POTABLE WITHIN THE UNIT PROJECT.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

(SSU)
SOUTH SUMTER UTILITY COMPANY, LLC

MAGNOLIA VILLAS

THE VILLAGES OF LAKE-SUMTER, INC.
1020 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated November 6, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Magnolia Villas - SSU

You are notified that the Contract Time under the above contract will commence to run on **November 6, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Magnolia Villas- SSU**	**May 15, 2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice-President

Date: November 6, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: November 6, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **6th** day of **November** in the year **2017** by and between **The Villages of Lake-Sumter, Inc.** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **80 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, (SSU – SOUTH SUMTER UTILITY) SANITARY SEWER AND WATER DISTRIBUTION POTABLE WITHIN THE UNIT PROJECT.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **SSU – Magnolia Villas** **(Includes thru Revision #1)**	**February 1, 2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: Wildwood Springs AKA- The Village of Fenney – SSU – Magnolia Villas – (Includes Plan Revision #1).

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **November 6, 2017** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 6th day of November , 2017

OWNER:

THE VILLAGE OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Magnolia Villas (Rev #1)

The Villages of Lake-Sumter, Inc.

SANITARY SEWER - SSU - (District)

SECTION I - SSU - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-8')	4	EA.	$ 2,155.00	$ 8,620.00
2	Sanitary Sewer Manhole (8'-8')	3	EA.	$ 2,415.00	$ 7,245.00
3	Sanitary Sewer Manhole (8'-10')	1	EA.	$ 2,700.00	$ 2,700.00
4	Sanitary Sewer Manhole (10'-12')	1	EA.	$ 2,975.00	$ 2,975.00
5	Sanitary Sewer Drop Manhole (10'-12')	1	EA.	$ 3,839.00	$ 3,839.00
6	8" P.V.C. Gravity Main (SDR 35)	1,964	L.F.	$ 19.54	$ 38,376.56
7	8" x 4" P.V.C. Wye (SDR 35)	69	EA.	$ 53.75	$ 3,708.75
8	4" x 45 P.V.C. Bend (SDR 35)	69	EA.	$ 30.00	$ 2,070.00
9	Single Service Assembly (Villa)	75	EA.	$ 157.00	$ 11,775.00
10	4" P.V.C. Service Line	2,250	L.F.	$ 11.88	$ 26,730.00
11	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$

WATER DISTRIBUTION POTABLE - SSU - (District)

SECTION I - SSU - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	240	L.F.	$ 7.37	$ 1,768.80
2	6" P.V.C. Water Main (DR 25)	1,508	L.F.	$ 9.67	$ 14,582.36
3	8" P.V.C. Water Main (DR 25)	590	L.F.	$ 12.54	$ 7,398.60
4	4" Bell Joint Restraint	8	EA.	$ 54.00	$ 432.00
5	6" Bell Joint Restraint	18	EA.	$ 60.00	$ 1,080.00
6	8" Bell Joint Restraint	13	EA.	$ 92.00	$ 1,196.00
7	4" Gate Valve and Box	1	EA.	$ 734.00	$ 734.00
8	6" Gate Valve and Box	4	EA.	$ 861.00	$ 3,444.00
9	8" Gate Valve and Box	3	EA.	$ 1,190.00	$ 3,570.00
10	8" x 45 MJ DI Bend	2	EA.	$ 355.00	$ 710.00
11	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
12	8" x 8" x 6" MJ DI Tee	1	EA.	$ 460.00	$ 460.00
13	8" x 8" x 8" MJ DI Tee	1	EA.	$ 498.00	$ 498.00
14	6" x 4" MJ DI Reducer	2	EA.	$ 221.00	$ 442.00
15	8" x 6" MJ DI Reducer	1	EA.	$ 282.00	$ 282.00
16	4" x 2" MJDI Tapped Cap	2	EA.	$ 127.00	$ 254.00
17	1" Service Line	140	L.F.	$ 5.51	$ 771.40
18	1.5" Service Line	1,330	L.F.	$ 6.34	$ 8,432.20
19	Meter Box Assembly, Single	4	EA.	$ 375.00	$ 1,500.00
20	Meter Box Assembly, Double	38	EA.	$ 670.00	$ 25,460.00
21	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
22	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
23	6" x 6" x 6" Fire Hydrant Tee	2	EA.	$ 434.00	$ 868.00
				TOTAL	$ 82,079.36

WRAP INSURANCE

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$587.85	$ (587.85)
				TOTAL	$

SCHEDULE OF UNIT PRICES

Magnolia Villas (Rev #1)

The Villages of Lake-Sumter, Inc.

SUMMARY

SECTION I: - (District)		
CONSTRUCTION STAKING - (3%)	$	$6,020.00
GEOTECHNICAL TESTING - (2.7%)	$	$5,180.00
TOTAL - SECTION I	$	$11,200.00
COST PER LOT (80 LOTS)	$	$140.00
SECTION II: - SSU - (District)		
TOTAL - SANITARY SEWER	$	$108,039.31
TOTAL - WATER DISTRIBUTION	$	$82,079.36
TOTAL - SECTION II	$	$190,118.67
COST PER LOT (80 LOTS)	$	$2,376.48
TOTAL		$201,318.67
SECTION III: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(587.85)
TOTAL - SECTION III	$	(587.85)
GRAND TOTAL SECTIONS I, II, & III	$	200,730.82
COST PER LOT (80 LOTS)	$	2,509.14

OWNER:
The Villages of Lake-Sumter, Inc.

By: _____
Name: Tom McDonough
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **63 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

LONGLEAF VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated December 1, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Longleaf Villas

You are notified that the Contract Time under the above contract will commence to run on **December 1, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Longleaf Villas**	**March 1, 2017**

(Includes through Plan Revision #4 – Dated: 11/17/2016)

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: December 1, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: December 1, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **1st** day of **December** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 63 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Longleaf Villas** **(Includes thru Revision #4- Dated: 11/17/2016)**	**March 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs -AKA- The Village of Fenney – Longleaf Villas – (Includes through Plan Revision #4 – Dated: 11/17/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **December 1, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 1st day of December, 2016.

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Longleaf Villas

THE VILLAGES OF LAKE-SUMTER, INC
RP FENNEY, LLC

DRAINAGE

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	Type C Inlet (0'-6')		EA.		
8	Modified Type V Inlet w/P Bottom (0'-6')		EA.		
9	Modified Type V Inlet w/P Bottom (6'-8')		EA.		
10	Storm Manhole w/P Bottom (0'-6')		EA.		
11	12" x 90 HDPE Bend		EA.		
12	12" x 12" x 8" HDPE Tee		EA.		
13	15" x 12" HDPE Reducer		EA.		
14	12" HDPE Cap		EA.		
15	12" x 12" NDS Square Grate		EA.		
16	4" Thick 3000 PSI Concrete		S.Y.		
17	Trench Curb		L.F.		
18	Dewatering/Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Type SP 9.5 Asphalt		S.Y.		
4	Prime Coat		S.Y.		
5	Spillout Curb		L.F.		
6	Edge Curb 12"		L.F.		
7	Speed Limit/No Outlet Post Mounted		EA.		
8	30" STOP/Street Sign Combo/Post Mounted		EA.		
9	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" Roadway Sleeves - SECO		L.F.		
2	4" Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
3	4" Roadway Sleeves - SECO (1-4"), Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - Developer Funded

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trenching		L.F.		
2	Joint Utility Trenching		L.F.		
3	Finish Grading (63 Lots)		L.S.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Longleaf Villas

THE VILLAGES OF LAKE-SUMTER, INC

SANITARY SEWER - CITY OF WILDWOOD

SECTION III - COW - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	4	EA.	$ 2,155.00	$ 8,620.00
2	Sanitary Sewer Manhole (6'-8')	1	EA.	$ 2,415.00	$ 2,415.00
3	Sanitary Sewer Manhole (10'-12')	2	EA.	$ 2,975.00	$ 5,950.00
4	8" PVC Gravity Main SDR35	1,461	L.F.	$ 19.54	$ 28,547.94
5	8" x 4" PVC Wye	49	EA.	$ 53.75	$ 2,633.75
6	4" x 45 PVC Bend	49	EA.	$ 30.00	$ 1,470.00
7	Single Service Assembly (Villa)	54	EA.	$ 157.00	$ 8,478.00
8	4" PVC Service Line	1,392	L.F.	$ 11.88	$ 16,536.96
9	Dewatering/Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 74,651.65

WATER DISTRIBUTION - CITY OF WILDWOOD POTABLE

SECTION III - COW - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main	168	L.F.	$ 7.37	$ 1,238.16
2	6" P.V.C. Water Main	1,675	L.F.	$ 9.67	$ 16,197.25
3	8" P.V.C. Water Main	171	L.F.	$ 12.54	$ 2,144.34
4	4" Bell Joint Restraint	4	EA.	$ 54.00	$ 216.00
5	6" Bell Joint Restraint	26	EA.	$ 60.00	$ 1,560.00
6	6" Gate Valve and Box	7	EA.	$ 861.00	$ 6,027.00
7	6" x 6" x 6" M.J.D.I. Tee	4	EA.	$ 397.00	$ 1,588.00
8	6" x 4" M.J.D.I. Reducer	2	EA.	$ 221.00	$ 442.00
9	8" x 6" M.J.D.I. Reducer	1	EA.	$ 282.00	$ 282.00
10	6" M.J.D.I. Cap	1	EA.	$ 182.00	$ 182.00
11	1" Service Line	315	L.F.	$ 5.51	$ 1,735.65
12	1.5" Service Line	945	L.F.	$ 6.34	$ 5,991.30
13	Meter Box Assembly, Single	9	EA.	$ 375.00	$ 3,375.00
14	Meter Box Assembly, Double	27	EA.	$ 670.00	$ 18,090.00
15	4" Blow-Off Assembly	2	EA.	$ 1,273.00	$ 2,546.00
16	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
17	6" x 6" x 6" Fire Hydrant Tee	2	EA.	$ 434.00	$ 868.00
				TOTAL	$ 68,140.70

WATER DISTRIBUTION - FWCA IRRIGATION

SECTION IV - FWCA - Utility Funded

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Irrigation Main		L.F.		
2	4" P.V.C. Irrigation Main		L.F.		
3	4" Gate Valve and Box		EA.		
4	4" x 4" x 4" M.J.D.I. Tee		EA.		
5	4" x 2" M.J.D.I. Tapped Cap		EA.		
6	2" Blow-Off Assembly		EA.		
7	1" Service Line		L.F.		
8	Meter Box Assembly, Single		EA.		
9	Meter Box Assembly, Double		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	$428,140.02	L.S.	-0.00292	$ (1,250.17)
				TOTAL	$ (1,250.17)

SCHEDULE OF UNIT PRICES

Longleaf Villas

THE VILLAGES OF LAKE-SUMTER, INC

SUMMARY

SECTION I - (DISTRICT)	
TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING	$ 13,545.00
GEOTECHNICAL TESTING	$ 11,655.00
TOTAL - SECTION I	$ [redacted]
COST PER LOT (63 LOTS)	$ [redacted]
SECTION II - UTILITY TRENCHING & FINISH GRADING - (DEVELOPER FUNDED)	
TOTAL - UTILITY TRENCHING	$ [redacted]
TOTAL - FINISH GRADING	$ [redacted]
TOTAL - SECTION II	$ [redacted]
COST PER LOT (63 LOTS)	$ [redacted]
SECTION III. - COW - (DISTRICT)	
TOTAL - SANITARY SEWER - COW - DISTRICT	$ 74,651.65
TOTAL - WATER DISTRIBUTION - COW POTABLE	$ 68,140.70
TOTAL - SECTION III	$ **142,792.35**
COST PER LOT (63 LOTS)	$ **2,266.55**
SECTION III. - FWCA IRRIGATION - (UTILITY FUNDED)	
TOTAL - WATER DISTRIBUTION -FWCA IRRIGATION	$ [redacted]
TOTAL - SECTION IV	$ [redacted]
COST PER LOT (63 LOTS)	$ [redacted]
TOTAL - SECTIONS I, II, III, & IV	$ [redacted]
COST PER LOT (63 LOTS)	$ [redacted]
SECTION V - WRAP INSURANCE	
TOTAL - WRAP INSURANCE - (.292%)	$ (1,250.17)
TOTAL - SECTION V - WRAP INSURANCE	$ (1,250.17)
GRAND TOTAL SECTIONS I, II, III, & IV	$ [redacted]
COST PER LOT (63 LOTS)	$ [redacted]

OWNER:
RP FENNEY, LLC

By: _____
Ryan Rasberry, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **53 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

MOCKINGBIRD VILLAS

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated February 11, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Mockingbird Villas

You are notified that the Contract Time under the above contract will commence to run on **February 11, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Mockingbird Villas**	**June 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: February 28, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: February 28, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **28th** day of **Feburary** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 53 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Mockingbird Villas** **(Includes thru Revision #2 – Dated: 2-21-2017)**	**June 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Sand Pine Villas – (Includes Plan Revision #2 – Dated: 2-21-2017).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **February 28, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 28th day of February, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Mockingbird Villas (Per Rev #2)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	Type "C" Inlet (0'-6')		EA.		
8	Modified Type V Inlet w/ P Bottom (0'-6')		EA.		
9	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
10	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
11	Storm Manhole w/ P Bottom (8'-10')		EA.		
12	Storm Manhole w/ J Bottom (8'-10') (6' ID)		EA.		
13	8" x 90 H.D.P.E. Bend		EA.		
14	12" x 22.5° H.D.P.E. Bend		EA.		
15	12" x 45° H.D.P.E. Bend		EA.		
16	15" x 22.5° H.D.P.E. Bend		EA.		
17	12" x 12" x 8" H.D.P.E. Tee		EA.		
18	12" x 12" x 12" H.D.P.E. Tee		EA.		
19	15" x 15" x 8" H.D.P.E. Tee		EA.		
20	15" x 15" x 15" H.D.P.E. Tee		EA.		
21	15" x 12" H.D.P.E. Reducer		EA.		
22	12" H.D.P.E. Cap		EA.		
23	12" x 12" NDS Inlet Grate		EA.		
24	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "F" Curb & Gutter		L.F.		
6	Edge Curb 12"		L.F.		
7	Concrete Wheel Stops		E.A.		
8	Stop/Street Combo, Post Mounted		E.A.		
9	Speed Limit Sign w/ "No Outlet" Sign, Post Mounted		E.A.		
10	4" Solid White Stripe (Thermo)		L.F.		
11	24" Solid White Stripe (Thermo)		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" (2) Conduit - SECO		L.F.		
2	4" (1), 2" (2) Conduit - SECO		L.F.		
3	4" (1), 2" (1) Conduit - SECO		L.F.		
4	4" (1) Tele, 4" (1) Cable Conduits		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES
Mockingbird Villas (Per Rev #2)
RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	5	EA.	$ 2,155.00	$ 10,775.00
2	Sanitary Sewer Manhole (6'-8')	2	EA.	$ 2,415.00	$ 4,830.00
3	8" P.V.C. Gravity Main (SDR 35)	1,464	LF	$ 19.54	$ 28,606.56
4	8" x 4" P.V.C. Wye (SDR 35)	42	EA.	$ 53.75	$ 2,257.50
5	4" x 45 P.V.C. Bend (SDR 35)	42	EA.	$ 30.00	$ 1,260.00
6	Single Service Assembly (Villa)	46	EA.	$ 157.00	$ 7,222.00
7	4" P.V.C Service Line	1,150	LF	$ 11.88	$ 13,662.00
8	Dewatering / Sock Pipe	0	LF	$ 12.00	$ -
				TOTAL	$ 68,613.06

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	187	L.F.	$ 7.37	$ 1,378.19
2	6" P.V.C. Water Main (DR 25)	757	L.F.	$ 9.67	$ 7,320.19
3	8" P.V.C. Water Main (DR 25)	1,055	L.F.	$ 12.54	$ 13,229.70
4	4" Bell Joint Restraints	4	EA.	$ 54.00	$ 216.00
5	6" Bell Joint Restraints	17	EA.	$ 60.00	$ 1,020.00
6	8" Bell Joint Restraints	21	EA.	$ 92.00	$ 1,932.00
7	6" Gate Valve and Box	4	EA.	$ 861.00	$ 3,444.00
8	8" Gate Valve and Box	4	EA.	$ 1,190.00	$ 4,760.00
9	6" x 6" x 6" MJDI Tee	1	EA.	$ 397.00	$ 397.00
10	8" x 8" x 6" MJDI Tee	1	EA.	$ 460.00	$ 460.00
11	8" x 8" x 8" MJDI Tee	2	EA.	$ 498.00	$ 996.00
12	6" x 4" MJDI Reducer	1	EA.	$ 221.00	$ 221.00
13	8" x 4" MJDI Reducer	1	EA.	$ 272.00	$ 272.00
14	8" x 6" MJDI Reducer	1	EA.	$ 282.00	$ 282.00
15	1" Service Line	1,855	LF	$ 5.51	$ 10,221.05
16	Meter Box Assembly, Single	53	EA.	$ 375.00	$ 19,875.00
17	2" Blow Off Assembly	2	EA.	$ 872.00	$ 1,744.00
18	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
19	6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
20	8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 74,379.13

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	($1,409.59)	$ (1,409.59)
				TOTAL	$ (1,409.59)

SCHEDULE OF UNIT PRICES
Mockingbird Villas (Per Rev #2)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$11,396.00
GEOTECHNICAL TESTING	$	$9,805.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (53 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)		
TOTAL - UTILITY TRENCHING & FINISH GRADING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (53 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	$68,613.06
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$74,379.13
TOTAL - SECTION III	$	$142,992.19
COST PER LOT (53 LOTS)	$	$2,697.97
TOTAL		[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(1,409.59)
TOTAL - SECTION V	$	(1,409.59)
GRAND TOTAL SECTIONS I, II, III, & IV	$	[redacted]
COST PER LOT (53 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Scott Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 60 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

SAND PINE VILLAS

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated August 4, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Sand Pine Villas

You are notified that the Contract Time under the above contract will commence to run on **August 4, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Sand Pine Villas** **(Includes Plan Revision #1 – Dated: 6/28/2016)**	**October 15, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: August 4, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: August 4, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **4th** day of **August** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 60 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Sand Pine Villas** **(Includes thru Revision #1 – Dated: 6/28/2016)**	**October 15, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Sand Pine Villas – (Includes Plan Revision #1 – Dated: 6/28/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 4, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dan~~ Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4th day of August, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Sand Pine Villas

RP FENNEY, LLC.

DRAINAGE

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	18" S.D. (HDPE)		L.F.		
4	24" S.D. (HDPE)		L.F.		
5	30" S.D. (HDPE)		L.F.		
6	Type P-6M Inlet (6'-8')		EA.		
7	Type C Inlet (8'-10')		EA.		
8	Modified Type V Inlet w/P Bottom (0'-6')		EA.		
9	Modified Type V Inlet w/P Bottom (6'-8')		EA.		
10	Storm Manhole w/P Bottom (6'-8')		EA.		
11	12" x 22.5 HDPE Bend		EA.		
12	12" x 45 HDPE Bend		EA.		
13	12" x 90 HDPE Bend		EA.		
14	12" x 12" x 8" HDPE Tee		EA.		
15	12" x 12" x 12" HDPE Tee		EA.		
16	12" HDPE Cap		EA.		
17	12" x 12" NDS Inlet Grate		EA.		
18	Dewatering		L.F.		
				TOTAL	

ROADS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Type SP 9.5 Asphalt		S.Y.		
4	Prime Coat		S.Y.		
5	Type "F" Curb		L.F.		
6	Speed Limit/No Outlet Post Mounted		E.A.		
7	Sign # 10, Post Mounted		E.A.		
8	24" Solid White Stripe (Thermo)		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" Roadway Sleeves - SECO		L.F.		
2	4" Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
3	4" Roadway Sleeves - SECO (1-4", Tele(1-4"), Cable (1-4")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Sand Pine Villas

RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trench	[redacted]	L.F.	[redacted]	[redacted]
2	Joint Utility Trench		L.F.		
3	Finish Grading		EA.		
				TOTAL	

SANITARY SEWER - COW

SECTION III - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	4	EA.	$ 2,065.00	$ 8,260.00
2	Sanitary Sewer Manhole (6'-8')	3	EA.	$ 2,310.00	$ 6,930.00
3	Sanitary Sewer Manhole (8'-10')	1	EA.	$ 2,645.00	$ 2,645.00
4	8" PVC Gravity Main (SDR 35)	1,368	L.F.	$ 18.04	$ 24,678.72
5	8" x 4" PVC Wye (SDR 35)	47	EA.	$ 48.75	$ 2,291.25
6	4" x 45 PVC Bend (SDR 35)	47	EA.	$ 25.00	$ 1,175.00
7	Single Service Assembly (Villa)	53	EA.	$ 147.00	$ 7,791.00
8	4" PVC Service Line	1,325	EA.	$ 10.88	$ 14,416.00
9	Dewatering	0	LF	$ 12.00	$ -
				TOTAL	$ 68,186.97

WATER DISTRIBUTION - COW POTABLE

SECTION III - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main	190	L.F.	$ 6.87	$ 1,305.30
2	6" P.V.C. Water Main	1,655	L.F.	$ 9.07	$ 15,010.85
3	8" P.V.C. Water Main	166	L.F.	$ 11.89	$ 1,973.74
4	4" Bell Joint Restraint	2	EA.	$ 52.00	$ 104.00
5	6" Bell Joint Restraint	23	EA.	$ 58.00	$ 1,334.00
6	8" Bell Joint Restraint	2	EA.	$ 89.00	$ 178.00
7	6" Gate Valve and Box	9	EA.	$ 771.00	$ 6,939.00
8	6" x 6" x 6" M.J.D.I. Tee	3	EA.	$ 382.00	$ 1,146.00
9	8" x 8" x 6" M.J.D.I. Tee	1	EA.	$ 440.00	$ 440.00
10	6" x 4" M.J.D.I. Reducer	2	EA.	$ 211.00	$ 422.00
11	8" x 6" M.J.D.I. Reducer	1	EA.	$ 272.00	$ 272.00
12	6" M.J.D.I. Cap	1	EA.	$ 172.00	$ 172.00
13	1" Service Line	140	L.F.	$ 5.06	$ 708.40
14	1.5" Service Line	980	L.F.	$ 5.89	$ 5,772.20
15	Meter Box Assembly, Single	4	EA.	$ 365.00	$ 1,460.00
16	Meter Box Assembly, Double	28	EA.	$ 650.00	$ 18,200.00
17	4" Blow-Off Assembly	2	EA.	$ 1,228.00	$ 2,456.00
18	Fire Hydrant Assembly	2	EA.	$ 2,688.00	$ 5,376.00
19	6" x 6" x 6" Fire Hydrant Tee	2	EA.	$ 414.00	$ 828.00
				TOTAL	$ 64,097.49

SCHEDULE OF UNIT PRICES

Sand Pine Villas

RP FENNEY, LLC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$15,000.00
GEOTECHNICAL TESTING	$	$10,500.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (60 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING		
TOTAL - UTILITY TRENCHING	$	$ [redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (60 LOTS)	$	[redacted]
SECTION III: - COW		
TOTAL - SANITARY SEWER - COW	$	$68,186.97
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$64,097.49
TOTAL - SECTION III	$	**$132,284.46**
COST PER LOT (60 LOTS)	$	**$2,204.74**
SECTION IV: - FWCA		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LOT (60 LOTS)	$	[redacted]
TOTAL		[redacted]
SECTION V:		
WRAP INSURANCE - (.292%)	$	-1,118.87
TOTAL - SECTION V	$	-1,118.87
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LOT (60 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **69 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

SPARTINA VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated July 14, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Spartina Villas

You are notified that the Contract Time under the above contract will commence to run on **July 14, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Spartina Villas**	**January 15, 2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: July 14, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: July 14, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **14th** day of **July** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 69 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase **AKA – The Village of Fenney** **Spartina Villas** **(Includes thru Revision #1)**	**January 15, 2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100**% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional

supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase AKA- The Village of Fenney – Spartina Villas**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on July 17, 2017 (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 14TH day of JULY , 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Spartina Villas (Rev #1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	Type C Inlet (0'-6')		EA.		
5	12" x 22.5 H.D.P.E. Bend		EA.		
6	12" x 45° H.D.P.E. Bend		EA.		
7	12" x 90 H.D.P.E. Bend		EA.		
8	12" x 12" x 8" H.D.P.E. Tee		EA.		
9	12" x 12" x 12" H.D.P.E. Tee		EA.		
10	15" x 15" x 12" H.D.P.E. Wye		EA.		
11	12" H.D.P.E. Cap		EA.		
12	Yard Drain Inlet 12" Grate		EA.		
13	Modified Type V - Top Only		EA.		
14	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type SP-9.5		S.Y.		
4	Prime Coat		S.Y.		
5	Type F Curb & Gutter		L.F.		
6	12" Edge Curb		L.F.		
7	Stop/Street Combo, Post Mounted		EA.		
8	Speed Limit Sign w/No Outlet, Post Mounted		EA.		
9	24" Stop Bar (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-4")		L.F.		
2	Roadway Sleeves - Cable (1-4")		L.F.		
3	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Spartina Villas (Rev #1)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')		EA.	$ 2,155.00	$ -
2	Sanitary Sewer Manhole (6'-8')		EA.	$ 2,415.00	$ -
3	Sanitary Sewer Manhole (8'-10')		EA.	$ 2,700.00	$ -
4	Sanitary Sewer Manhole (12'-14')		EA.	$ 4,100.00	$ -
5	Sanitary Sewer Manhole (14'-16')		EA.	$ 4,865.00	$ -
6	8" P.V.C. Gravity Main (SDR 26)		L.F.	$ 26.37	$ -
7	8" P.V.C. Gravity Main (SDR 35)		L.F.	$ 19.54	$ -
8	8" x 4" P.V.C. Wye (SDR 35)		EA.	$ 53.75	$ -
9	8" x 6" P.V.C. Wye (SDR 35)		EA.	$ 64.00	$ -
10	8" x 6" P.V.C. Wye (SDR 26)		EA.	$ 80.50	$ -
11	4" x 45 P.V.C. Bend (SDR 35)		EA.	$ 30.00	$ -
12	6" x 45 P.V.C. Bend (SDR 35)		EA.	$ 34.95	$ -
13	6" x 45 P.V.C. Bend (SDR 26)		EA.	$ 44.05	$ -
14	Single Service Assembly (Villa)		EA.	$ 157.00	$ -
15	Single Service Assembly (Unit)		EA.	$ 182.00	$ -
16	Double Service Assembly		EA.	$ 217.50	$ -
17	4" P.V.C. Service Line		L.F.	$ 11.88	$ -
18	6" P.V.C Service Line		L.F.	$ 12.86	$ -
19	Dewatering / Sock Pipe		L.F.	$ 12.00	$ -
				TOTAL	$ -

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	346	L.F.	$ 7.37	$ 2,550.02
2	6" P.V.C. Water Main (DR 25)	832	L.F.	$ 9.67	$ 8,045.44
3	8" P.V.C. Water Main (DR 25)	705	L.F.	$ 12.54	$ 8,840.70
4	4" Bell Joint Restraint	9	EA.	$ 54.00	$ 486.00
5	6" Bell Joint Restraint	20	EA.	$ 60.00	$ 1,200.00
6	8" Bell Joint Restraint	9	EA.	$ 92.00	$ 828.00
7	6" Gate Valve and Box	6	EA.	$ 861.00	$ 5,166.00
8	8" Gate Valve and Box	2	EA.	$ 1,190.00	$ 2,380.00
9	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
10	8" x 8" x 6" MJ DI Tee	2	EA.	$ 460.00	$ 920.00
11	6" x 4" MJ DI Reducer	2	EA.	$ 221.00	$ 442.00
12	8" x 4" MJ DI Reducer	1	EA.	$ 272.00	$ 272.00
13	4" x 2" MJDI Tapped Cap	3	EA.	$ 127.00	$ 381.00
14	1" Service Line	210	L.F.	$ 5.51	$ 1,157.10
15	1.5" Service Line	1,085	L.F.	$ 6.34	$ 6,878.90
16	Meter Box Assembly, Single	6	EA.	$ 375.00	$ 2,250.00
17	Meter Box Assembly, Double	31	EA.	$ 670.00	$ 20,770.00
18	2" Blow-Off Assembly	3	EA.	$ 872.00	$ 2,616.00
19	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
20	6" x 6" x 6" Fire Hydrant Tee	2	EA.	$ 434.00	$ 868.00
				TOTAL	$ 72,503.16

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$789.33	$ (789.33)
				TOTAL	$ (789.33)

SCHEDULE OF UNIT PRICES
Spartina Villas (Rev #1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)	
TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING	$ 12,075.00
GEOTECHNICAL TESTING	$ 10,695.00
TOTAL - SECTION I	$ [redacted]
COST PER LOT (69 LOTS)	$ [redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)	
TOTAL - FINISH GRADING & UTILITY TRENCHING	$ [redacted]
TOTAL - SECTION II	$ [redacted]
COST PER LOT (69 LOTS)	$ [redacted]
SECTION III: - COW - (District)	
TOTAL - SANITARY SEWER - COW	$ -
TOTAL - WATER DISTRIBUTION - COW POTABLE	$ 72,503.16
TOTAL - SECTION III	$ 72,503.16
COST PER LOT (69 LOTS)	$ 1,050.77
TOTAL	[redacted]
SECTION IV: - (Developer)	
WRAP INSURANCE - (.292%)	$ (789.33)
TOTAL - SECTION IV	$ (789.33)
GRAND TOTAL SECTIONS I, II, III, &IV	$ [redacted]
COST PER LOT (69 LOTS)	$ [redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **58 VILLA LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

SWEETGUM VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated March 23, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Sweetgum Villas

You are notified that the Contract Time under the above contract will commence to run on **March 13, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Sweetgum Villas**	**October 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: March 23, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: March 23, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **23rd** day of **March** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 58 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Sweetgum Villas** **(Includes thru Revision #2)**	**October 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Sweetgum Villas – (Includes Plan Revision #2)**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **March 23, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 23rd day of March, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Sweetgum Villas (Rev #2)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	18" S.D. (HDPE)		L.F.		
4	24" S.D. (HDPE)		L.F.		
5	30" S.D. (HDPE)		L.F.		
6	36" S.D. (HDPE)		L.F.		
7	Type "C" Inlet (6'-8')		EA.		
8	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
9	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
10	Storm Manhole w/ P Bottom (8'-10')		EA.		
11	Storm Manhole w/ J Bottom (10'-12') 6' ID)		EA.		
12	12" x 22.5° H.D.P.E. Bend		EA.		
13	12" x 90 H.D.P.E. Bend		EA.		
14	12" x 12" x 8" H.D.P.E. Tee		EA.		
15	12" x 12" x 12" H.D.P.E. Tee		EA.		
16	12" H.D.P.E. Cap		EA.		
17	12" x 12" NDS Inlet Grate		EA.		
18	Dewatering / Sock Drain		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Spillout Curb		L.F.		
6	Edge Curb 12"		L.F.		
7	Stop/Street Combo, Post Mounted		EA.		
8	Speed Limit w/ No Outlet		EA.		
9	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Sweetgum Villas (Rev #2)

RP FENNEY, LLC.

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" (1) SECO, 4" (1) Telephone		L.F.		
2	4" (1) SECo, 4" (1) Telephone, 4" (1) Cable		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading (58 Lots)		LS.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	7	EA.	$ 2,155.00	$ 15,085.00
2	Sanitary Sewer Manhole (6'-8')	4	EA.	$ 2,415.00	$ 9,660.00
3	8" P.V.C. Gravity Main (SDR 35)	1,695	LF	$ 19.54	$ 33,120.30
4	8" x 4" P.V.C. Wye (SDR 35)	50	EA.	$ 53.75	$ 2,687.50
5	4" x 45 P.V.C. Bend (SDR 35)	50	EA.	$ 30.00	$ 1,500.00
6	Single Service Assembly (Villa)	58	EA.	$ 157.00	$ 9,106.00
7	4" P.V.C Service Line	1,740	LF	$ 11.88	$ 20,671.20
8	Dewatering / Sock Pipe	0	LF	$ 12.00	$ -
				TOTAL	$ 91,830.00

SCHEDULE OF UNIT PRICES

Sweetgum Villas (Rev #2)

RP FENNEY, LLC.

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	269	L.F.	$ 7.37	$ 1,982.53
2	6" P.V.C. Water Main (DR 25)	1,248	L.F.	$ 9.67	$ 12,068.16
3	8" P.V.C. Water Main (DR 25)	407	L.F.	$ 12.54	$ 5,103.78
4	4" Bell Joint Restraint	9	EA.	$ 54.00	$ 486.00
5	6" Bell Joint Restraint	24	EA.	$ 60.00	$ 1,440.00
6	8" Bell Joint Restraint	9	EA.	$ 92.00	$ 828.00
7	6" Gate Valve and Box	6	EA.	$ 861.00	$ 5,166.00
8	8" Gate Valve and Box	2	EA.	$ 1,190.00	$ 2,380.00
9	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
10	8" x 8" x 6" MJ DI Tee	2	EA.	$ 460.00	$ 920.00
11	6" x 4" MJ DI Reducer	2	EA.	$ 221.00	$ 442.00
12	8" x 4" MJ DI Reducer	1	EA.	$ 272.00	$ 272.00
13	4" x 2" MJ DI Tapped Cap	3	EA.	$ 127.00	$ 381.00
14	1" Service Line	210	L.F.	$ 5.51	$ 1,157.10
15	1.5" Service Line	910	L.F.	$ 6.34	$ 5,769.40
16	Meter Box Assembly, Single	6	EA.	$ 375.00	$ 2,250.00
17	Meter Box Assembly, Double	26	EA.	$ 670.00	$ 17,420.00
18	2" Blow Off Assembly	3	EA.	$ 872.00	$ 2,616.00
19	Fire Hydrant Assembly	3	EA.	$ 2,829.00	$ 8,487.00
20	6" x 6" Fire Hydrant Tee	2	EA.	$ 434.00	$ 868.00
21	8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 71,349.97

WRAP INSURANCE

SECTION IV - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	$ (1,170.48)	$ (1,170.48)
				TOTAL	$ (1,170.48)

SCHEDULE OF UNIT PRICES
Sweetgum Villas (Rev #2)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (3.3%)	$	12,470.00
GEOTECHNICAL TESTING - (2.8%)	$	10,730.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (58 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (58 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	91,830.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	71,349.97
TOTAL - SECTION III	$	163,179.97
COST PER LOT (58 LOTS)	$	2,813.45
	TOTAL	[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.292%)	$	(1,170.48)
TOTAL - SECTION V	$	(1,170.48)
GRAND TOTAL SECTIONS I, II, III, IV	$	[redacted]
COST PER LOT (58 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 62 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

TUPELO VILLAS

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated June 19, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Tupelo Villas

You are notified that the Contract Time under the above contract will commence to run on **June 13, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Tupelo Villas**	**October 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jerrell Reader

Its: ~~President~~ Vice President

Date: June 19, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: June 19, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **13th** day of **June** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 62 VILLA LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase **AKA – The Village of Fenney** **Tupelo Villas**	**October 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed, **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100**% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase AKA- The Village of Fenney – Tupelo Villas.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **June 19, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ JEFFREY READER

Its: ~~President~~ VICE PRESIDENT

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this **19th** day of **February, 2017**

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jeffrey Reader

Its: ~~President~~ Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Tupelo Villas (AFC)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	8" x 90 H.D.P.E. Bend		L.F.		
4	12" x 22.5 H.D.P.E. Bend		EA.		
5	12" x 45° H.D.P.E. Bend		EA.		
6	12" x 90 H.D.P.E. Bend		EA.		
7	12" x 12" x 8" H.D.P.E. Tee		EA.		
8	12" x 12" x 12" H.D.P.E. Tee		EA.		
9	12" x 12" x 12" x 12" H.D.P.E. Cross		EA.		
10	12" H.D.P.E. Cap		EA.		
11	Yard Drain Inlet 12" Grate		EA.		
12	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type SP-9.5		S.Y.		
4	Prime Coat		S.Y.		
5	Spillout Curb		L.F.		
6	12" Edge Curb		L.F.		
7	30" STOP/Street Combo, Post Mounted		EA.		
8	4" Solid White Stripe (Thermo)		L.F.		
9	24" Stop Bar (Thermo)		EA.		
10	Concrete Wheel Stops		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (2-2")		L.F.		
4	Roadway Sleeves - SECO (1-2", 1-4")		L.F.		
5	Roadway Sleeves - SECO (3-2", 1-4")		L.F.		
6	Roadway Sleeves - SECO (3-2")		L.F.		
7	Roadway Sleeves - SECO (2-2", 1-4"), Tele (1-4"), Cable (1-4")		L.F.		
8	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
9	Roadway Sleeves - SECO (1-4"), Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Tupelo Villas (AFC)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')		EA.	$ 2,155.00	$ -
2	Sanitary Sewer Manhole (6'-8')		EA.	$ 2,415.00	$ -
3	Sanitary Sewer Manhole (8'-10')		EA.	$ 2,700.00	$ -
4	Sanitary Sewer Manhole (12'-14')		EA.	$ 4,100.00	$ -
5	Sanitary Sewer Manhole (14'-16')		EA.	$ 4,865.00	$ -
6	8" P.V.C. Gravity Main (SDR 26)		L.F.	$ 26.37	$ -
7	8" P.V.C. Gravity Main (SDR 35)		L.F.	$ 19.54	$ -
8	8" x 4" P.V.C. Wye (SDR 35)		EA.	$ 53.75	$ -
9	8" x 6" P.V.C. Wye (SDR 35)		EA.	$ 64.00	$ -
10	8" x 6" P.V.C. Wye (SDR 26)		EA.	$ 80.50	$ -
11	4" x 45 P.V.C. Bend (SDR 35)		EA.	$ 30.00	$ -
12	6" x 45 P.V.C. Bend (SDR 35)		EA.	$ 34.95	$ -
13	6" x 45 P.V.C. Bend (SDR 26)		EA.	$ 44.05	$ -
14	Single Service Assembly (Villa)		EA.	$ 157.00	$ -
15	Single Service Assembly (Unit)		EA.	$ 182.00	$ -
16	Double Service Assembly		EA.	$ 217.50	$ -
17	4" P.V.C. Service Line		L.F.	$ 11.88	$ -
18	6" P.V.C Service Line		L.F.	$ 12.86	$ -
19	Dewatering / Sock Pipe		L.F.	$ 12.00	$ -
				TOTAL	$ -

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	263	L.F.	$ 7.37	$ 1,938.31
2	6" P.V.C. Water Main (DR 25)	867	L.F.	$ 9.67	$ 8,383.89
3	8" P.V.C. Water Main (DR 25)	981	L.F.	$ 12.54	$ 12,301.74
4	4" Bell Joint Restraint	9	EA.	$ 54.00	$ 486.00
5	6" Bell Joint Restraint	15	EA.	$ 60.00	$ 900.00
6	8" Bell Joint Restraint	17	EA.	$ 92.00	$ 1,564.00
7	6" Gate Valve and Box	4	EA.	$ 861.00	$ 3,444.00
8	8" Gate Valve and Box	4	EA.	$ 1,190.00	$ 4,760.00
9	6" x 6" x 6" MJ DI Tee	1	EA.	$ 397.00	$ 397.00
10	8" x 8" x 6" MJ DI Tee	2	EA.	$ 460.00	$ 920.00
11	8" x 8" x 8" MJ DI Tee	1	EA.	$ 498.00	$ 498.00
12	6" x 4" MJ DI Reducer	1	EA.	$ 221.00	$ 221.00
13	8" x 4" MJ DI Reducer	2	EA.	$ 272.00	$ 544.00
14	4" x 2" MJDI Tapped Cap	3	EA.	$ 127.00	$ 381.00
15	1" Service Line	1,500	L.F.	$ 5.51	$ 8,265.00
16	1.5" Service Line	180	L.F.	$ 6.34	$ 1,141.20
17	Meter Box Assembly, Single	50	EA.	$ 375.00	$ 18,750.00
18	Meter Box Assembly, Double	6	EA.	$ 670.00	$ 4,020.00
19	2" Blow-Off Assembly	3	EA.	$ 872.00	$ 2,616.00
20	Fire Hydrant Assembly	2	EA.	$ 2,829.00	$ 5,658.00
21	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
22	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 78,142.14

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$973.08	$ (973.08)
				TOTAL	$ (973.08)

SCHEDULE OF UNIT PRICES
Tupelo Villas (AFC)
RP FENNEY, LLC.

SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	10,850.00
GEOTECHNICAL TESTING	$	9,300.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (62 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (62 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	-
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	78,142.14
TOTAL - SECTION III	$	78,142.14
COST PER LOT (62 LOTS)	$	1,260.36
	TOTAL	[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(973.08)
TOTAL - SECTION IV	$	(973.08)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (62 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: ~~Dean Barberree~~ Jeffrey Penney
Its: ~~President~~ Vice President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **129 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 1

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated August 4, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 1**

You are notified that the Contract Time under the above contract will commence to run on **August 4, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I AKA – The Village of Fenney Unit 1 (Includes Plan Revision #4 – Dated: 7/22/2014)	**October 15, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: August 4, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: August 4, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 4th day of August in the year 2016 by and between RP Fenney, LLC, a Florida Limited Liability Company (hereinafter called OWNER) and Rainey Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **129 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 1** **(Includes thru Revision #4 – Dated: 7/22/2016)**	**October 15, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5,1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 1 – (Includes Plan Revision #4 – Dated: 7/22/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract

Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 4, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dan~~ Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4th day of August, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 1

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	18" S.D. (HDPE)		L.F.		
4	24" S.D. (HDPE)		L.F.		
5	30" S.D. (HDPE)		L.F.		
6	36" S.D. (HDPE)		L.F.		
7	42" S.D. (HDPE)		L.F.		
8	12" Flared End Section		EA.		
9	Type P-6M Inlet (0'-6')		EA.		
10	Type P-6M Inlet (6'-8')		EA.		
11	Type P-6M Inlet (8'-10')		EA.		
12	Type J-6M Inlet (8'-10') (5' ID)		EA.		
13	Type J-6M Inlet (10'-12') (5' ID)		EA.		
14	Type 6M Inlet Top Only		EA.		
15	Storm Manhole w/P Bottom (6'-8')		EA.		
16	Storm Manhole w/P Bottom (10'-12') (5' ID)		EA.		
17	Storm Manhole w/J Bottom (8'-10') (6' ID)		EA.		
18	Storm Manhole w/J Bottom (10'-12') (6' ID)		EA.		
19	Modified Type V Inlet w/P Bottom (0'-6')		EA.		
20	Modified Type V Inlet w/J Bottom (10'-12') (6' ID)		EA.		
21	Valley Gutter Inlet w/P Bottom (0'-6')		EA.		
22	Valley Gutter Inlet w/P Bottom (6'-8')		EA.		
23	Valley Gutter Inlet w/P bottom (12'-14')		EA.		
24	Valley Gutter Inlet w/J Bottom (6'-8') (5' ID)		EA.		
25	Valley Gutter Inlet, Top only		EA.		
26	12" x 45 HDPE Bend		EA.		
27	12" x 90 HDPE Bend		EA.		
28	12" x 12" x 8" HDPE Tee		EA.		
29	12" HDPE Cap		EA.		
30	12" x 12" NDS Inlet Grate		EA.		
31	Dewatering		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Trench Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Type F Curb & Gutter		L.F.		
8	Spillout Curb		L.F.		
9	4" 3000psi Concrete Sidewalk		S.Y.		
10	Exposed Aggregate Handicap Ramp		E.A.		
11	Speed Limit Sign, Post Mounted		E.A.		
12	Stop Sign, Post Mounted		E.A.		
13	Stop/Street Combo, Post Mounted		E.A.		
14	4" Solid White Stripe (Thermo)		L.F.		
15	4" Solid Yellow Stripe (Thermo)		L.F.		
16	4" Double Yellow Stripe (Thermo)		L.F.		
17	12" Solid White Stripe (Thermo)		L.F.		
18	18" Solid Yellow Stripe (Thermo)		L.F.		
19	24" Solid White Stripe (Thermo)		E.A.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 1

RP FENNEY, LLC.

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - SECO		L.F.		
2	4" Roadway Sleeves - SECO		L.F.		
3	4" Roadway Sleeves - Telephone		L.F.		
4	4" Roadway Sleeves - SECO (2)		L.F.		
5	4" Roadway Sleeves - Telephone (1), Cable (1)		L.F.		
6	4" Roadway Sleeves - SECO (1), Telephone (1), Cable (1)		L.F.		
7	4" Roadway Sleeves - SECO (8)		L.F.		
8	4" Roadway Sleeves - SECO (8), Cable (1)		L.F.		
9	Irrigation Sleeves - 4" (1), 2" (1)		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trench		L.F.		
2	Joint Utility Trench		L.F.		
3	Finish Grading		EA.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	8	EA.	$ 2,065.00	$ 16,520.00
2	Sanitary Sewer Manhole (6'-8')	9	EA.	$ 2,310.00	$ 20,790.00
3	Sanitary Sewer Manhole (8'-10')	8	EA.	$ 2,645.00	$ 21,160.00
4	Sanitary Sewer Manhole (10'-12')	2	EA.	$ 2,850.00	$ 5,700.00
5	Sanitary Sewer Manhole (12'-14')	4	EA.	$ 3,110.00	$ 12,440.00
6	Sanitary Sewer Manhole (14'-16') (32" R&C)	2	EA.	$ 4,720.00	$ 9,440.00
7	Sanitary Sewer Manhole (16'-18') (32" R&C)	1	EA.	$ 5,175.00	$ 5,175.00
8	Sanitary Sewer Manhole (18'-20') (32" R&C)	1	EA.	$ 5,700.00	$ 5,700.00
9	8" PVC Gravity Main (SDR 35)	5,732	LF	$ 18.04	$ 103,405.28
10	8" PVC Gravity Main (SDR 26)	1,076	LF	$ 24.37	$ 26,222.12
11	8" x 6" PVC Wye (SDR 35)	76	EA.	$ 59.00	$ 4,484.00
12	8" x 6" PVC Wye (SDR 26)	10	EA.	$ 75.50	$ 755.00
13	6" x 45 PVC Bend (SDR 35)	76	EA.	$ 34.95	$ 2,656.20
14	6" x 45 PVC Bend (SDR 26)	10	EA.	$ 39.05	$ 390.50
15	Single Service Assembly (Unit)	28	EA.	$ 172.00	$ 4,816.00
16	Double Service Assembly	66	EA.	$ 202.50	$ 13,365.00
17	6" PVC Service Line	4,455	LF	$ 11.86	$ 52,836.30
18	1.5" PVC Force Main	147	LF	$ 5.59	$ 821.73
19	2" PVC Force Main	260	LF	$ 5.71	$ 1,484.60
20	4" PVC Force Main (DR 25)	491	LF	$ 6.92	$ 3,397.72
21	6" PVC Force Main (DR 25)	1,720	LF	$ 9.16	$ 15,755.20
22	1.5" x 22.5 PVC Bend	1	EA.	$ 25.00	$ 25.00
23	2" x 45 PVC Bend	1	EA.	$ 25.00	$ 25.00
24	4" x 45 MJDI Bend, Epoxy	1	EA.	$ 302.00	$ 302.00
25	6" x 45 MJDI Bend, Epoxy	6	EA.	$ 399.00	$ 2,394.00
26	6" x 6" x 4" MJDI Wye, Epoxy	1	EA.	$ 482.00	$ 482.00
27	6" MJDI Cap, Epoxy	2	EA.	$ 157.00	$ 314.00
28	Dewatering	589	LF	$ 12.00	$ 7,068.00
				TOTAL	$ 337,924.65

SCHEDULE OF UNIT PRICES

Unit 1

RP FENNEY, LLC.

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Water Main	156	L.F.	$ 5.68	$ 886.08
2	4" P.V.C. Water Main	615	L.F.	$ 6.87	$ 4,225.05
3	6" P.V.C. Water Main	2,035	L.F.	$ 9.07	$ 18,457.45
4	8" P.V.C. Water Main	7,824	L.F.	$ 11.89	$ 93,027.36
5	12" P.V.C. Water Main	1,204	L.F.	$ 25.05	$ 30,160.20
6	4" Bell Restraints	17	EA.	$ 52.00	$ 884.00
7	6" Bell Restraints	69	EA.	$ 58.00	$ 4,002.00
8	8" Bell Restraints	217	EA.	$ 89.00	$ 19,313.00
9	12" Bell Restraints	21	EA.	$ 158.00	$ 3,318.00
10	4" Gate Valve and Box	3	EA.	$ 714.00	$ 2,142.00
11	6" Gate Valve and Box	8	EA.	$ 841.00	$ 6,728.00
12	8" Gate Valve and Box	23	EA.	$ 1,160.00	$ 26,680.00
13	12" Gate Valve and Box	1	EA.	$ 2,069.00	$ 2,069.00
14	12" x 12" Wet Tap	2	EA.	$ 6,010.00	$ 12,020.00
15	2" x 22.5 PVC Bend	1	EA.	$ 25.00	$ 25.00
16	2" x 45 PVC Bend	1	EA.	$ 25.00	$ 25.00
17	6" x 22.5 MJDI Bend	6	EA.	$ 267.00	$ 1,602.00
18	6" x 45 MJDI Bend	1	EA.	$ 273.00	$ 273.00
19	8" x 11.25 MJDI Bend	2	EA.	$ 331.00	$ 662.00
20	8" x 22.5 MJDI Bend	8	EA.	$ 337.00	$ 2,696.00
21	8" x 45 MJDI Bend	6	EA.	$ 340.00	$ 2,040.00
22	8" x 90 MJDI Bend	3	EA.	$ 358.00	$ 1,074.00
23	12" x 11.25 MJDI Bend	1	EA.	$ 553.00	$ 553.00
24	12" x 45 MJDI Bend	1	EA.	$ 581.00	$ 581.00
25	6" x 6" x 6" MJDI Tee	2	EA.	$ 382.00	$ 764.00
26	8" x 8" x 4" MJDI Tee	3	EA.	$ 416.00	$ 1,248.00
27	8" x 8" x 6" MJDI Tee	4	EA.	$ 440.00	$ 1,760.00
28	8" x 8" x 8" MJDI Tee	11	EA.	$ 478.00	$ 5,258.00
29	12" x 12" x 8" MJDI Tee	1	EA.	$ 704.00	$ 704.00
30	12" x 12" x 12" MJDI Tee	1	EA.	$ 814.00	$ 814.00
31	6" x 4" MJDI Reducer	1	EA.	$ 211.00	$ 211.00
32	12" x 6" MJDI Reducer	1	EA.	$ 373.00	$ 373.00
33	12" x 8" MJDI Reducer	2	EA.	$ 390.00	$ 780.00
34	4" MJDI Cap	1	EA.	$ 122.00	$ 122.00
35	6" MJDI Cap	2	EA.	$ 172.00	$ 344.00
36	8" MJDI Cap	9	EA.	$ 213.00	$ 1,917.00
37	4" x 2" Double Stapped Saddle	1	EA.	$ 99.00	$ 99.00
38	1" Service Line	1,365	LF	$ 5.06	$ 6,906.90
39	1.5" Service Line	2,975	LF	$ 5.89	$ 17,522.75
40	Meter Box Assembly, Single	38	EA.	$ 365.00	$ 13,870.00
41	Meter Box Assembly, Single (Lift Station)	1	EA.	$ 365.00	$ 365.00
42	Meter Box Assembly, Double	85	EA.	$ 650.00	$ 55,250.00
43	2" Blow Off Assembly	1	EA.	$ 837.00	$ 837.00
44	Fire Hydrant Assembly	8	EA.	$ 2,764.00	$ 22,112.00
45	6" x 6" Fire Hydrant Tee	2	EA.	$ 414.00	$ 828.00
46	8" x 6" Fire Hydrant Tee	6	EA.	$ 494.00	$ 2,964.00
				TOTAL	$ 368,492.79

SCHEDULE OF UNIT PRICES

Unit 1

RP FENNEY, LLC.

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA - (Utility Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Irrigation Main		L.F.		
2	6" P.V.C. Irrigation Main		L.F.		
3	8" P.V.C. Irrigation Main		L.F.		
4	10" P.V.C. Irrigation Main		L.F.		
5	12" P.V.C. Storm Force Main (DR-25) Purple		L.F.		
6	4" Gate Valve and Box		EA.		
7	6" Gate Valve and Box		EA.		
8	8" Gate Valve and Box		EA.		
9	10" Gate Valve and Box		EA.		
10	4" x 45 MJDI Bend		EA.		
11	8" x 22.5 MJDI Bend		EA.		
12	10" x 22.5 MJDI Bend		EA.		
13	10" x 45 MJDI Bend		EA.		
14	12" x 22.5 MJDI Bend - Storm Force Main		EA.		
15	12" x 45 MJDI Bend - Storm Force Main		EA.		
16	4" x 4" x 4" MJDI Tee		EA.		
17	6" x 6" x 4" MJDI Tee		EA.		
18	6" x 6" x 6" MJDI Tee		EA.		
19	8" x 8" x 4" MJDI Tee		EA.		
20	8" x 8" x 8" MJDI tee		EA.		
21	10" x 10" x 10" MJDI Tee		EA.		
22	8" x 4" MJDI Reducer		EA.		
23	10" x 4" MJDI Reducer		EA.		
24	10" x 8" MJDI Reducer		EA.		
25	4" MJDI Cap		EA.		
26	6" MJDI Cap		EA.		
27	10" MJDI Cap		EA.		
28	1" Service Line		L.F.		
29	1.5" Service Line		LF		
30	Meter Box Assembly, Single		EA.		
31	Meter Box Assembly, Double		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	$1,982,814.60		-0.00292	$ (5,789.82)
				TOTAL	$ (5,789.82)

SCHEDULE OF UNIT PRICES

Unit 1

RP FENNEY, LLC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$32,250.00
GEOTECHNICAL TESTING	$	$24,510.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (129 LOTS)	$	
SECTION II: - UTILITY TRENCHING & FINISH GRADING		
TOTAL - UTILITY TRENCHING	$	$ [redacted]
TOTAL - FINISH GRADING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (129 LOTS)	$	
SECTION III: - COW		
TOTAL - SANITARY SEWER - COW	$	$337,924.65
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$368,492.79
TOTAL - SECTION III	$	**$706,417.44**
COST PER LOT (129 LOTS)	$	**$5,476.10**
SECTION III: - FWCA		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LOT (129 LOTS)	$	
TOTAL		[redacted]
SECTION V:		
WRAP INSURANCE - (.292%)	$	**(5,789.82)**
TOTAL - SECTION V	$	**(5,789.82)**
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LOT (129 LOTS)	$	

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **125 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 2

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated September 12, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 2**

You are notified that the Contract Time under the above contract will commence to run on **September 12, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I AKA – The Village of Fenney Unit 1 (Includes Plan Revision #3 – Dated: 8/4/2016)	**December 1, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: September 12, 2016

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: September 12, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 12th day of September in the year 2016 by and between RP Fenney, LLC, a Florida Limited Liability Company (hereinafter called OWNER) and Rainey Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **125 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 2** **(Includes thru Revision #3 – Dated: 8/4/2016)**	**December 1, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 2 – (Includes Plan Revision #3 – Dated: 9/12/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **September 12, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 12th day of **September**, **2016**

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

UNIT 2

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	18" S.D (HDPE)		L.F.		
4	24" S.D. (HDPE)		L.F.		
5	30" S.D. (HDPE)		L.F.		
6	42" S.D. (HDPE)		EA.		
7	Type P-6M Inlet (0'-6')		EA.		
8	Type P-6M Inlet (6'-8')		EA.		
9	Type P-6M Inlet (8'-10')		EA.		
10	Type J-6M Inlet (8'-10') (5' ID)		EA.		
11	Type J-6M Inlet (10'-12') (5' ID)		EA.		
12	Type J-6M Inlet (12'-14') (5' ID)		EA.		
13	Type J-6M Inlet (8'-10') (6' ID)		EA.		
14	Type 6M Inlet, Top Only		EA.		
15	Storm Manhole w/P Bottom (6'-8')		EA.		
16	Storm Manhole w/P Bottom (8'-10')		EA.		
17	Storm Manhole w/J Bottom (8'-10') (5' ID)		EA.		
18	Modified Type V Inlet w/P Bottom (0'-6')		EA.		
19	Valley Gutter Inlet w/P Bottom (6'-8')		EA.		
20	Type C Inlet w/J Bottom (8'-10') (4' ID)		EA.		
21	12" x 90 HDPE Bend		EA.		
22	12" x 12" x 8" HDPE Tee		EA.		
23	12" HDPE Cap		EA.		
24	12" NDS Inlet Grate		EA.		
25	Dewatering/Sock Pipe		LF		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Type "F" Curb		L.F.		
7	Miami Curb and Gutter		L.F.		
8	Spillout Curb		L.F.		
9	Flush Curb		L.F.		
10	Transition Curb		L.F.		
11	6" 3000psi Concrete Pavement		S.Y.		
12	Stop/Street Combo Sign/Post Mounted		E.A.		
13	24" Thermo Stop Bars		E.A.		
				TOTAL	

SCHEDULE OF UNIT PRICES
UNIT 2
RP FENNEY, LLC.

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" Roadway Sleeves (Bank of 2, Telephone, Cable)		LF		
2	4" Roadway Sleeves - SECO		L.F.		
3	Irrigation Sleeves - 4" (1), 2" (2)		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Utility Trench		L.F.		
2	Joint Utility Trench		L.F.		
1	Finish Grading		EA.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	9	EA.	$ 2,065.00	$ 18,585.00
2	Sanitary Sewer Manhole (6'-8')	2	EA.	$ 2,310.00	$ 4,620.00
3	Sanitary Sewer Manhole (10'-12')	3	EA.	$ 2,850.00	$ 8,550.00
4	Sanitary Sewer Manhole (12'-14')	1	EA.	$ 3,110.00	$ 3,110.00
5	Sanitary Sewer Manhole (HDPE Lined) (0'-6')	1	EA.	$ 4,494.00	$ 4,494.00
6	Sanitary Sewer Drop Manhole (10'-12')	1	EA.	$ 3,684.00	$ 3,684.00
7	10" PVC Gravity Main (SDR 35)	895	L.F.	$ 20.13	$ 18,016.35
8	8" PVC Gravity Main (SDR 35)	2,562	L.F.	$ 18.04	$ 46,218.48
9	8" PVC Gravity Main (SDR 26)	320	L.F.	$ 24.37	$ 7,798.40
10	10" x 6" PVC Wye (SDR 35)	9	EA.	$ 123.00	$ 1,107.00
11	8" x 6" PVC Wye (SDR 35)	36	EA.	$ 59.00	$ 2,124.00
12	8" x 6" PVC Wye (SDR 26)	3	EA.	$ 75.50	$ 226.50
13	8" x 4" PVC Wye (SDR 35)	9	EA.	$ 48.75	$ 438.75
14	6" x 45 PVC Bend (SDR 35)	45	EA.	$ 34.95	$ 1,572.75
15	6" x 45 PVC Bend (SDR 35)	3	EA.	$ 39.05	$ 117.15
16	4" x 45 PVC Bend (SDR 35)	9	EA.	$ 25.00	$ 225.00
17	Single Service Assembly (Villa)	9	EA.	$ 147.00	$ 1,323.00
18	Single Service Assembly (Unit)	8	EA.	$ 172.00	$ 1,376.00
19	Double Service Assembly	48	EA.	$ 202.50	$ 9,720.00
20	4" PVC Service Line	225	L.F.	$ 10.88	$ 2,448.00
21	6" PVC Service Line	2,520	L.F.	$ 11.86	$ 29,887.20
22	Dewatering/Sock Pipe	273	L.F.	$ 12.00	$ 3,276.00
				TOTAL	$ 168,917.58

SCHEDULE OF UNIT PRICES

UNIT 2

RP FENNEY, LLC.

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main	600	L.F.	$ 6.87	$ 4,122.00
2	6" P.V.C. Water Main	1,278	L.F.	$ 9.07	$ 11,591.46
3	8" P.V.C. Water Main	1,954	L.F.	$ 11.89	$ 23,233.06
4	4" Bell Restraints	9	EA.	$ 52.00	$ 468.00
5	6" Bell Restraints	10	EA.	$ 58.00	$ 580.00
6	8" Bell Restraints	16	EA.	$ 89.00	$ 1,424.00
7	4" Gate Valve and Box	2	EA.	$ 714.00	$ 1,428.00
8	6" Gate Valve and Box	2	EA.	$ 841.00	$ 1,682.00
9	8" Gate Valve and Box	3	EA.	$ 1,160.00	$ 3,480.00
10	6" x 6" x 4" M.J.D.I. Tee	1	EA.	$ 368.00	$ 368.00
11	8" x 8" x 4" M.J.D.I. Tee	1	EA.	$ 416.00	$ 416.00
12	8" x 8" x 8" M.J.D.I. Tee	2	EA.	$ 478.00	$ 956.00
13	8" x 4" MJDI Reducer	1	EA.	$ 262.00	$ 262.00
14	8" M.J.D.I. Cap	1	EA.	$ 213.00	$ 213.00
15	4" x 2" MJDI Tapped Plug	2	EA.	$ 94.00	$ 188.00
16	1" Service Line	245	L.F.	$ 5.06	$ 1,239.70
17	1.5" Service Line	1,563	L.F.	$ 5.89	$ 9,206.07
18	Meter Box Assembly, Single	7	EA.	$ 365.00	$ 2,555.00
19	Meter Box Assembly, Double	42	EA.	$ 650.00	$ 27,300.00
20	2" Blow-Off Assembly	2	EA.	$ 837.00	$ 1,674.00
21	Fire Hydrant Assembly	3	EA.	$ 2,764.00	$ 8,292.00
22	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 414.00	$ 414.00
23	8" x 8" x 6" Fire Hydrant Tee	2	EA.	$ 494.00	$ 988.00
				TOTAL	$ 102,080.29

LIFT STATION & FORCEMAIN - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" PVC Force Main (DR 25)	643	L.F.	$ 9.16	$ 5,889.88
2	6" x 45 MJDI Bend, Epoxy Coated	3	EA.	$ 399.00	$ 1,197.00
3	Lift Station #2	1	EA.	$ 208,544.00	$ 208,544.00
				TOTAL	$ 215,630.88

SCHEDULE OF UNIT PRICES

UNIT 2

RP FENNEY, LLC.

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA - (Utility Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Irrigation Main		L.F.		
2	4" P.V.C. Irrigation Main		L.F.		
3	6" P.V.C. Irrigation Main		L.F.		
4	12" PVC Storm Force Main (DR 25)		L.F.		
5	2" Gate Valve and Box		EA.		
6	4" Gate Valve and Box		EA.		
7	6" Gate Valve and Box		EA.		
8	4" x 2" Tapped Plug		EA.		
9	4" x 4" x 4" M.J.D.I. Tee		EA.		
10	6" x 6" x 4" M.J.D.I. Tee		EA.		
11	6" x 6" x 6" M.J.D.I. Tee		EA.		
12	4" x 2" Double Strap Saddle		EA.		
13	6" x 4" M.J.D.I. Reducer		EA.		
14	6" x 45° M.J.D.I. Bend		EA.		
15	12" x 90 MJDI Bend		EA.		
16	2" M.J.D.I. Cap		EA.		
17	4" M.J.D.I. Cap		EA.		
18	6" M.J.D.I. Cap		EA.		
19	4" Blow-Off Assembly		EA.		
20	1" Service Line		L.F.		
21	Meter Box Assembly, (3/4" Irrigation)		EA.		
22	Meter Box Assembly, (1" Irrigation)		EA.		
23	Meter Box Assembly, Single (Irrigation)		EA.		
24	Meter Box Assembly, Double (Irrigation)		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	$1,286,476.82		-0.00292	$ (3,756.51)
				TOTAL	$ (3,756.51)

SCHEDULE OF UNIT PRICES
UNIT 2
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)	
TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING	$ 31,250.00
GEOTECHNICAL TESTING	$ 23,750.00
TOTAL - SECTION I	$ [redacted]
COST PER LOT (125 LOTS)	$ [redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)	
TOTAL - UTILITY TRENCHING	$ [redacted]
TOTAL - FINISH GRADING	$ [redacted]
TOTAL - SECTION II	$ [redacted]
COST PER LOT (125 LOTS)	$ [redacted]
SECTION III: - COW - (District)	
TOTAL - SANITARY SEWER - COW	$ 168,917.58
TOTAL - WATER DISTRIBUTION - COW POTABLE	$ 102,080.29
TOTAL - LIFT STATION & FORCE MAIN	$ 215,630.88
TOTAL - SECTION III	$ 486,628.75
COST PER LOT (125 LOTS)	$ 3,893.03
SECTION IV: - FWCA - (Utility Funded)	
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$ [redacted]
TOTAL - SECTION IV	$ [redacted]
COST PER LOT (125 LOTS)	$ [redacted]
TOTAL	[redacted]
SECTION V: - (Developer)	
WRAP INSURANCE - (.292%)	$ -3,756.51
TOTAL - SECTION V	$ -3,756.51
GRAND TOTAL SECTIONS I, II, III, IV & V	$ [redacted]
COST PER LOT (125 LOTS)	$ [redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **99 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 3

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated September 12, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 3**

You are notified that the Contract Time under the above contract will commence to run on **September 12, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I AKA – The Village of Fenney Unit 3 (Includes through Plan Revision #4)	**February 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: November 4, 2016

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: November 4, 2016

NOTICE TO PROCEED

Dated September 12, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 3**

You are notified that the Contract Time under the above contract will commence to run on **September 12, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I AKA – The Village of Fenney Unit 3 (Includes through Plan Revision #4)	**February 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: November 4, 2016

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: November 4, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **4th** day of **November** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **125 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 3** **(Includes thru Revision #4)**	**February 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 3 – (Includes Plan Revision #4).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **November 4, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4th day of November, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

UNIT 3

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" H.D.P.E.		L.F.		
2	12" H.D.P.E.		L.F.		
3	18" H.D.P.E.		L.F.		
4	24" H.D.P.E.		L.F.		
5	30" H.D.P.E.		L.F.		
6	Type P-6M Inlet (0'-6')		EA.		
7	Type P-6M Inlet (6'-8')		EA.		
8	Type P-6M Inlet (8'-10')		EA.		
9	Type P-6M Inlet (10'-12')		EA.		
10	Type P-6M Inlet (14'-16')		EA.		
11	Type J-6M Inlet (10'-12') (5' ID)		EA.		
12	Type J-6M Inlet (14'-16') (5' ID)		EA.		
13	Type 6M Inlet, Top Only		EA.		
14	Storm Manhole w/ P Bottom (0'-6')		EA.		
15	Storm Manhole w/ P Bottom (6'-8')		EA.		
16	Storm Manhole w/ J Bottom (8'-10') (5' ID)		EA.		
17	Storm Manhole w/ J Bottom (12'-14') (5' ID)		EA.		
18	Valley Gutter Inlet w/ P Bottom (6'-8')		EA.		
19	12" x 12" x 8" H.D.P.E. Tee		EA.		
20	12" H.D.P.E. Cap		EA.		
21	12" x 12" NDS Inlet Grate		EA.		
22	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Type "F" Curb		L.F.		
7	Miami Curb and Gutter		L.F.		
8	Spillout Curb		L.F.		
9	Transition Curb		L.F.		
10	Speed Limit, Post Mounted		E.A.		
11	Stop / Street Combo Sign, Post Mounted		E.A.		
12	24" Stop Bar (Thermo)		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" Roadway Sleeves - SECO		L.F.		
2	4" Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
3	4" Roadway Sleeves - Elec (1-4"), Tele (1-4"), Cable (1-4")		L.F.		
4	Bank of 3 Irrigation (2-2"), (1-4")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

UNIT 3

RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Single Trench		L.F.		
2	Joint Trench		L.F.		
3	Finish Grading - (99 Lots)		EA		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6' Deep)	7	EA.	$ 2,155.00	$ 15,085.00
2	Sanitary Sewer Manhole (6'-8' Deep)	1	EA.	$ 2,415.00	$ 2,415.00
3	Sanitary Sewer Manhole (8'-10' Deep)	2	EA.	$ 2,700.00	$ 5,400.00
4	Sanitary Sewer Manhole (10'-12' Deep)	4	EA.	$ 2,975.00	$ 11,900.00
5	Sanitary Sewer Manhole (12'-14' Deep)	2	EA.	$ 3,245.00	$ 6,490.00
6	Sanitary Sewer Manhole (14'-16' Deep) (32' R&C)	1	EA.	$ 4,865.00	$ 4,865.00
7	Sanitary Sewer Drop Manhole (10'-12')	1	EA.	$ 3,839.00	$ 3,839.00
8	Sanitary Sewer Drop Manhole (14'-16' Deep) (32" R&C)	1	EA.	$ 5,729.00	$ 5,729.00
9	8" P.V.C. Gravity Main (SDR 35)	4,014	L.F.	$ 19.54	$ 78,433.56
10	8" P.V.C. Gravity Main (SDR 26)	228	L.F.	$ 26.37	$ 6,012.36
11	8" x 6" P.V.C. Wye (SDR 35)	45	EA.	$ 64.00	$ 2,880.00
12	8" x 6" P.V.C. Wye (SDR 26)	2	EA.	$ 80.50	$ 161.00
13	8" x 4" P.V.C. Wye (SDR 35)	5	EA.	$ 53.75	$ 268.75
14	6" x 45 P.V.C. Bend (SDR 35)	45	EA.	$ 34.95	$ 1,572.75
15	6" x 45 P.V.C. Bend (SDR 26)	2	EA.	$ 44.05	$ 88.10
16	4" x 45 P.V.C. Bend (SDR 35)	5	EA.	$ 30.00	$ 150.00
17	Single Service Assembly (Villa)	5	EA.	$ 157.00	$ 785.00
18	Single Service Assembly (Unit)	11	EA.	$ 182.00	$ 2,002.00
19	Double Service Assembly	46	EA.	$ 217.50	$ 10,005.00
20	4" P.V.C. Service Line	130	L.F.	$ 11.88	$ 1,544.40
21	6" P.V.C. Service Line	2,460	L.F.	$ 12.86	$ 31,635.60
22	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 191,261.52

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	494	L.F.	$ 7.37	$ 3,640.78
2	6" P.V.C. Water Main (DR 25)	1,866	L.F.	$ 9.67	$ 18,044.22
3	8" P.V.C. Water Main (DR 25)	718	L.F.	$ 12.54	$ 9,003.72
4	4" Bell Joint Restraints	12	EA.	$ 54.00	$ 648.00
5	6" Bell Joint Restraints	16	EA.	$ 60.00	$ 960.00
6	8" Bell Joint Restraints	14	EA.	$ 92.00	$ 1,288.00
7	4" Gate Valve and Box	3	EA.	$ 734.00	$ 2,202.00
8	6" Gate Valve and Box	7	EA.	$ 861.00	$ 6,027.00
9	8" Gate Valve and Box	5	EA.	$ 1,190.00	$ 5,950.00
10	6" x 6" x 4" M.J.D.I. Tee	1		$ 383.00	$ 383.00
11	6" x 6" x 6" M.J.D.I. Tee	2	EA.	$ 397.00	$ 794.00
12	8" x 8" x 6" M.J.D.I. Tee	2	EA.	$ 460.00	$ 920.00
13	8" x 8" x 8" M.J.D.I. Tee	1	EA.	$ 498.00	$ 498.00
14	6" x 4" M.J.D.I. Reducer	1	EA.	$ 221.00	$ 221.00
15	8" x 4" M.J.D.I. Reducer	2	EA.	$ 272.00	$ 544.00
16	8" x 6" M.J.D.I. Reducer	2	EA.	$ 282.00	$ 564.00
17	6" M.J.D.I. Cap	1	EA.	$ 182.00	$ 182.00
18	8" M.J.D.I. Cap	2	EA.	$ 223.00	$ 446.00
19	4" x 2" M.J.D.I. Tapped Plug	2	EA.	$ 127.00	$ 254.00
20	1" Service Line	385	L.F.	$ 5.51	$ 2,121.35
21	1.5" Service Line	875	L.F.	$ 6.34	$ 5,547.50
22	Meter Box Assembly, Single	11	EA.	$ 375.00	$ 4,125.00
23	Meter Box Assembly, Double	25	EA.	$ 670.00	$ 16,750.00
24	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
25	Fire Hydrant Assembly	3	EA.	$ 2,829.00	$ 8,487.00
26	6" x 6" x 6" Fire Hydrant Tee	3	EA.	$ 434.00	$ 1,302.00
				TOTAL	$ 92,646.57

SCHEDULE OF UNIT PRICES

UNIT 3

RP FENNEY, LLC.

DISTRICT - LIFT STATION & FORCE MAINS - COW

SECTION III

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" P.V.C. Force Main (DR 25)	3,797	L.F.	$ 22.34	$ 84,824.98
2	12" Bell Joint Restraint	16	EA.	$ 163.00	$ 2,608.00
3	12" Gate Valve and Box	1	EA.	$ 2,109.00	$ 2,109.00
4	12" x 22.5 M.J.D.I. Bend, Epoxy	1	EA.	$ 838.00	$ 838.00
5	12" x 45 M.J.D.I. Bend, Epoxy	18	EA.	$ 866.00	$ 15,588.00
6	12" M.J.D.I. Cap	1	EA.	$ 341.00	$ 341.00
7	Air Release Valve Assembly (Below Ground)	2	EA.	$ 4,885.00	$ 9,770.00
				TOTAL	**$ 116,078.98**

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA - (Utility Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Irrigation Main (DR 25)	[redacted]	L.F.	[redacted]	[redacted]
2	6" P.V.C. Irrigation Main (DR 25)		L.F.		
3	4" Gate Valve and Box		EA.		
4	4" x 22.5° M.J.D.I. Bend		EA.		
5	4" x 45° M.J.D.I. Bend		EA.		
6	6" x 45° M.J.D.I. Bend		EA.		
7	4" x 4" x 4" M.J.D.I. Tee		EA.		
8	6" x 6" x 4" M.J.D.I. Tee		EA.		
9	6" x 4" M.J.D.I. Reducer		EA.		
10	4" M.J.D.I. Cap		EA.		
11	6" M.J.D.I. Cap		EA.		
12	1" Service Line		L.F.		
13	Meter Box Assembly, (3/4" Irrigation)		EA.		
14	Meter Box Assembly, Single (Irrigation)		EA.		
15	Meter Box Assembly, Double (Irrigation)		EA.		
16	4" Blowoff		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	$1,139,602.84		-0.00292	$ (3,327.64)
				TOTAL	$ (3,327.64)

SCHEDULE OF UNIT PRICES

UNIT 3

RP FENNEY, LLC.

SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	29,205.00
GEOTECHNICAL TESTING	$	18,315.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (99 LOTS)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)		
TOTAL - UTILITY TRENCHING	$	[redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (99 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	191,261.52
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	92,646.57
TOTAL - LIFT STATION & FORCE MAINS - COW	$	116,078.98
TOTAL - SECTION III	$	399,987.07
COST PER LOT (99 LOTS)	$	4,040.27
SECTION IV: - FWCA - (Utility Funded)		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LOT (99 LOTS)	$	[redacted]
	TOTAL	[redacted]
SECTION V: - (Developer)		
WRAP INSURANCE - (.292%)	$	(3,327.64)
TOTAL - SECTION V	$	(3,327.64)
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LOT (99 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: ~~Dean Barberree~~
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **125 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 4

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated January 17, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney)**
Unit 4

You are notified that the Contract Time under the above contract will commence to run on **January 17, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 4** **(Includes Plan Revision #1 – Dated: 12/19/16)**	**April 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: January 17, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: January 17, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **17th** day of **January** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **130 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 4** **(Includes thru Revision #1 – Dated: 12/19/2016)**	**April 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed..

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed, 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 4 – (Includes Plan Revision #1 – Dated: 12/19/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **January 17, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 17th day of January, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 4 (Thru Plan Rev #1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	Type P-6M Inlet (0'-6')		EA.		
7	Type P-6M Inlet (6'-8')		EA.		
8	Type P-6M Inlet (8'-10')		EA.		
9	Type J-6M Inlet (8'-10') (5' ID)		EA.		
10	Type 6M Inlet, Top Only		EA.		
11	Valley Gutter Inlet w/ P Bottom (6'-8')		EA.		
12	12" x 22.5° H.D.P.E. Bend		EA.		
13	12" x 45° H.D.P.E. Bend		EA.		
14	12" x 90° H.D.P.E. Bend		EA.		
15	15" x 90° H.D.P.E. Bend		EA.		
16	12" x 12" x 8" H.D.P.E. Tee		EA.		
17	15" x 12" H.D.P.E. Reducer		EA.		
18	12" H.D.P.E. Cap		EA.		
19	12" x 12" NDS Yard Drain		EA.		
20	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Speed Limit Sign, Post Mounted		E.A.		
8	30" Stop/Street Combo, Post Mounted		E.A.		
9	30" Stop/Street/No Outlet Combo, Post Mounted		E.A.		
10	24" Solid White Stripe (Thermo)		E.A.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - SECO		L.F.		
2	4" Roadway Sleeves - SECO		L.F.		
3	4" Roadway Sleeves - Telephone		L.F.		
4	4" Roadway Sleeves - Telephone (1), Cable (1)		L.F.		
5	4" Roadway Sleeves - SECO (1), Telephone (1), Cable (1)		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 4 (Thru Plan Rev #1)

RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading (130 Lots)		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	9	EA.	$ 2,155.00	$ 19,395.00
2	Sanitary Sewer Manhole (8'-10')	6	EA.	$ 2,700.00	$ 16,200.00
3	Sanitary Sewer Manhole (10'-12')	5	EA.	$ 2,975.00	$ 14,875.00
4	Sanitary Sewer Manhole (12'-14')	1	EA.	$ 4,100.00	$ 4,100.00
5	Sanitary Sewer Drop Manhole (12'-14')	2	EA.	$ 4,964.00	$ 9,928.00
6	8" P.V.C. Gravity Main (SDR 35)	4,635	LF	$ 19.54	$ 90,567.90
7	8" x 6" P.V.C. Wye (SDR 35)	55	EA.	$ 64.00	$ 3,520.00
8	6" x 45 P.V.C. Bend (SDR 35)	55	EA.	$ 34.95	$ 1,922.25
9	Single Service Assembly (Unit)	9	EA.	$ 182.00	$ 1,638.00
10	Double Servive Assembly	54	EA.	$ 217.50	$ 11,745.00
11	6" P.V.C Service Line	2,535	LF	$ 12.86	$ 32,600.10
12	Dewatering / Sock Pipe	0	LF	$ 12.00	$ -
				TOTAL	$ 206,491.25

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	164	L.F.	$ 7.37	$ 1,208.68
2	6" P.V.C. Water Main (DR 25)	981	L.F.	$ 9.67	$ 9,486.27
3	8" P.V.C. Water Main (DR 25)	4,443	L.F.	$ 12.54	$ 55,715.22
4	12" P.V.C. Water Main (DR 18)	899	L.F.	$ 26.05	$ 23,418.95
5	4" Bell Joint Restraint	4	EA.	$ 54.00	$ 216.00
6	6" Bell Joint Restraint	7	EA.	$ 60.00	$ 420.00
7	8" Bell Joint Restraint	56	EA.	$ 92.00	$ 5,152.00
8	12" Bell Joint Restraint	6	EA.	$ 163.00	$ 978.00
9	4" Gate Valve and Box	1	EA.	$ 734.00	$ 734.00
10	6" Gate Valve and Box	2	EA.	$ 861.00	$ 1,722.00
11	8" Gate Valve and Box	12	EA.	$ 1,190.00	$ 14,280.00
12	12" Gate Valve and Box	1	EA.	$ 2,109.00	$ 2,109.00
13	6" x 22.5° M.J.D.I. Bend	2	EA.	$ 282.00	$ 564.00
14	8" x 22.5° M.J.D.I. Bend	10	EA.	$ 352.00	$ 3,520.00
15	12" x 22.5° M.J.D.I. Bend	2	EA.	$ 581.00	$ 1,162.00
16	12" x 45° M.J.D.I. Bend	1	EA.	$ 601.00	$ 601.00
17	8" x 8" x 4" M.J.D.I. Tee	1	EA.	$ 436.00	$ 436.00
18	8" x 8" x 6" M.J.D.I. Tee	1	EA.	$ 460.00	$ 460.00
19	8" x 8" x 8" M.J.D.I. Tee	5	EA.	$ 498.00	$ 2,490.00
20	12" x 12" x 8" M.J.D.I. Tee	1	EA.	$ 729.00	$ 729.00
21	8" x 6" M.J.D.I. Reducer	2	EA.	$ 282.00	$ 564.00
22	12" x 8" M.J.D.I. Reducer	1	EA.	$ 405.00	$ 405.00
23	8" M.J.D.I. Cap	2	EA.	$ 223.00	$ 446.00
24	4" x 2" M.J.D.I. Tapped Cap	1	EA.	$ 127.00	$ 127.00
25	1" Service Line	490	L.F.	$ 5.51	$ 2,699.90
26	1.5" Service Line	2,240	L.F.	$ 6.34	$ 14,201.60
27	Meter Box Assembly, Single	14	EA.	$ 375.00	$ 5,250.00
28	Meter Box Assembly, Double	64	EA.	$ 670.00	$ 42,880.00
29	2" Blow-Off Assembly	1	EA.	$ 872.00	$ 872.00
30	Fire Hydrant Assembly	5	EA.	$ 2,829.00	$ 14,145.00
31	8" x 8" x 6" Fire Hydrant Tee	4	EA.	$ 519.00	$ 2,076.00
32	12" x 12" x 12" Fire Hydrant Tee	1	EA.	$ 736.00	$ 736.00
				TOTAL	$ 209,804.62

SCHEDULE OF UNIT PRICES

Unit 4 (Thru Plan Rev #1)

RP FENNEY, LLC.

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA - (Utility Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Irrigation Main (SDR 21)		L.F.		
2	4" P.V.C. Irrigation Main (DR 25)		L.F.		
3	6" P.V.C. Irrigation Main (DR 25)		L.F.		
4	2" Gate Valve and Box		EA.		
5	4" Gate Valve and Box		EA.		
6	6" Gate Valve and Box		EA.		
7	4" X 25.5° M.J.D.I. Bend		EA.		
8	6" X 25.5° M.J.D.I. Bend		EA.		
9	4" x 4" x 4" M.J.D.I. Tee		EA.		
10	6" x 6" x 4" M.J.D.I. Tee		EA.		
11	6" x 6" x 6" M.J.D.I. Tee		EA.		
12	4" x 2" Double Strap Saddle		EA.		
13	6" x 4" M.J.D.I. Reducer		EA.		
14	2" P.V.C. Cap		EA.		
15	4" x 2" M.J.D.I. Tapped Cap		EA.		
16	1" Service Line		L.F.		
17	Meter Box Assembly, (3/4" Irrigation)		EA.		
18	Meter Box Assembly, Single (Irrigation)		EA.		
19	Meter Box Assembly, Double (Irrigation)		EA.		
20	2" Blow-Off Assembly		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - (Developer Funded)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	($3,767.65)	$ (3,767.65)
				TOTAL	$ (3,767.65)

SCHEDULE OF UNIT PRICES
Unit 4 (Thru Plan Rev #1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)	
TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING	$ 38,350.00
GEOTECHNICAL TESTING	$ 24,700.00
TOTAL - SECTION I	$ [redacted]
COST PER LOT (130 LOTS)	$ [redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING - (Developer)	
TOTAL - UTILITY TRENCHING & FINISH GRADING	$ [redacted]
TOTAL - SECTION II	$ [redacted]
COST PER LOT (130 LOTS)	$ [redacted]
SECTION III: - COW - (District)	
TOTAL - SANITARY SEWER - COW	$ 206,491.25
TOTAL - WATER DISTRIBUTION - COW POTABLE	$ 209,804.62
TOTAL - SECTION III	$ 416,295.87
COST PER LOT (130 LOTS)	$ 3,202.28
SECTION IV: - FWCA - (Utility Funded)	
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$ [redacted]
TOTAL - SECTION IV	$ [redacted]
COST PER LOT (130 LOTS)	$ [redacted]
	TOTAL [redacted]
SECTION V: - (Developer)	
WRAP INSURANCE - (.292%)	$ (3,767.65)
TOTAL - SECTION V	$ (3,767.65)
GRAND TOTAL SECTIONS I, II, III, IV & V	$ [redacted]
COST PER LOT (130 LOTS)	$ [redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **108 LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 5

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated July 14, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase - AKA - (The Village of Fenney) Unit 5**

You are notified that the Contract Time under the above contract will commence to run on **May 28, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Unit 5**	**December 1, 2015**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: July 14, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: July 14, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **14th** day of **July** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 108 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer: **Farner, Barley & Associates**
4450 NE 83rd Road
Wildwood, FL 34785

AND

McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Unit 5** **(Includes thru Revision #2)**	**December 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase - AKA- The Village of Fenney – Unit 5.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **July 14, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 14th day of July, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 5 (Rev 2)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	12" x 45° H.D.P.E. Bend		EA.		
5	12" x 90 H.D.P.E. Bend		EA.		
6	15" x 45 H.D.P.E. Bend		EA.		
7	12" x 12" x 8" H.D.P.E. Tee		EA.		
8	15" x 15" x 8" H.D.P.E. Tee		EA.		
9	15" x 12" H.D.P.E. Reducer		EA.		
10	12" H.D.P.E. Cap		EA.		
11	Yard Drain Inlet 12" Grate		EA.		
12	Type 6M Inlet - Top Only		EA.		
13	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type SP-9.5		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Type F Curb & Gutter		L.F.		
8	Stop/Street Combo, Post Mounted		EA.		
9	Stop/Street Combo w/NO OUTLET, Post Mounted		EA.		
10	Speed Limit Sign, Post Mounted		EA.		
11	24" Stop Bar (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (2-2")		L.F.		
4	Roadway Sleeves - SECO (1-2", 1-4")		L.F.		
5	Roadway Sleeves - SECO (2-2"), Tele (1-4"), Cable (1-4")		L.F.		
6	Roadway Sleeves - Tele (1-4")		L.F.		
7	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 5 (Rev 2)

RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')		EA.	$ 2,155.00	$ -
2	Sanitary Sewer Manhole (6'-8')		EA.	$ 2,415.00	$ -
3	Sanitary Sewer Manhole (8'-10')		EA.	$ 2,700.00	$ -
4	Sanitary Sewer Manhole (12'-14')		EA.	$ 4,100.00	$ -
5	Sanitary Sewer Manhole (14'-16')		EA.	$ 4,865.00	$ -
6	8" P.V.C. Gravity Main (SDR 26)		L.F.	$ 26.37	$ -
7	8" P.V.C. Gravity Main (SDR 35)		L.F.	$ 19.54	$ -
8	8" x 4" P.V.C. Wye (SDR 35)		EA.	$ 53.75	$ -
9	8" x 6" P.V.C. Wye (SDR 35)		EA.	$ 64.00	$ -
10	8" x 6" P.V.C. Wye (SDR 26)		EA.	$ 80.50	$ -
11	4" x 45 P.V.C. Bend (SDR 35)		EA.	$ 30.00	$ -
12	6" x 45 P.V.C. Bend (SDR 35)		EA.	$ 34.95	$ -
13	6" x 45 P.V.C. Bend (SDR 26)		EA.	$ 44.05	$ -
14	Single Service Assembly (Villa)		EA.	$ 157.00	$ -
15	Single Service Assembly (Unit)		EA.	$ 182.00	$ -
16	Double Service Assembly		EA.	$ 217.50	$ -
17	4" P.V.C. Service Line		L.F.	$ 11.88	$ -
18	6" P.V.C Service Line		L.F.	$ 12.86	$ -
19	Dewatering / Sock Pipe		L.F.	$ 12.00	$ -
				TOTAL	$ -

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	269	L.F.	$ 7.37	$ 1,982.53
2	6" P.V.C. Water Main (DR 25)	662	L.F.	$ 9.67	$ 6,401.54
3	8" P.V.C. Water Main (DR 25)	3,675	L.F.	$ 12.54	$ 46,084.50
4	4" Bell Joint Restraint	9	EA.	$ 54.00	$ 486.00
5	6" Bell Joint Restraint	6	EA.	$ 60.00	$ 360.00
6	8" Bell Joint Restraint	48	EA.	$ 92.00	$ 4,416.00
7	4" Gate Valve and Box	2	EA.	$ 734.00	$ 1,468.00
8	6" Gate Valve and Box	2	EA.	$ 861.00	$ 1,722.00
9	8" Gate Valve and Box	11	EA.	$ 1,190.00	$ 13,090.00
10	6" x 22.5° MJ DI Bend	2	EA.	$ 282.00	$ 564.00
11	6" x 45 MJ DI Bend	1	EA.	$ 288.00	$ 288.00
12	8" x 22.5 MJ DI Bend	4	EA.	$ 352.00	$ 1,408.00
13	8" x 45 MJ DI Bend	2	EA.	$ 355.00	$ 710.00
14	8" x 8" x 4" MJ DI Tee	2	EA.	$ 436.00	$ 872.00
15	8" x 8" x 6" MJ DI Tee	2	EA.	$ 460.00	$ 920.00
16	8" x 8" x 8" MJ DI Tee	5	EA.	$ 498.00	$ 2,490.00
17	4" x 2" MJDI Tapped Cap	2	EA.	$ 127.00	$ 254.00
18	8" MJ DI Cap	4	EA.	$ 223.00	$ 892.00
19	1" Service Line	350	L.F.	$ 5.51	$ 1,928.50
20	1.5" Service Line	1,505	L.F.	$ 6.34	$ 9,541.70
21	Meter Box Assembly, Single	10	EA.	$ 375.00	$ 3,750.00
22	Meter Box Assembly, Double	43	EA.	$ 670.00	$ 28,810.00
23	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
24	Fire Hydrant Assembly	5	EA.	$ 2,829.00	$ 14,145.00
25	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
26	8" x 8" x 6" Fire Hydrant Tee	4	EA.	$ 519.00	$ 2,076.00
				TOTAL	$ 146,837.77

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$1,932.18	$ (1,932.18)
				TOTAL	$ (1,932.18)

SCHEDULE OF UNIT PRICES
Unit 5 (Rev 2)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$27,540.00
GEOTECHNICAL TESTING	$	$17,280.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (108 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (108 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	$0.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$146,837.77
TOTAL - SECTION III	$	$146,837.77
COST PER LOT (108 LOTS)	$	$1,359.61
TOTAL		[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.292%)	$	(1,932.18)
TOTAL - SECTION IV	$	(1,932.18)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (108 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 123 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 6

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated August 3, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase - AKA - (The Village of Fenney) Unit 6**

You are notified that the Contract Time under the above contract will commence to run on **August 3, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney Unit 6	**February 15, 2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: August 3, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: August 3, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 3rd day of August in the year 2017 by and between RP Fenney, LLC, a Florida Limited Liability Company (hereinafter called OWNER) and Rainey Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 123 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Unit 6** **(Includes thru Revision #1)**	**February 15, 2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2, below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase - AKA- The Village of Fenney – Unit 6.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 3, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 3rd day of August, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 6 (Rev 1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	12" x 22.5 H.D.P.E. Bend		EA.		
5	12" x 45° H.D.P.E. Bend		EA.		
6	12" x 90 H.D.P.E. Bend		EA.		
7	15" x 45 H.D.P.E. Bend		EA.		
8	15" x 90 H.D.P.E. Bend		EA.		
9	12" x 12" x 8" H.D.P.E. Tee		EA.		
10	12" x 12" x 12" H.D.P.E. Tee		EA.		
11	15" x 15" x 8" H.D.P.E. Tee		EA.		
12	15" x 12" H.D.P.E. Reducer		EA.		
13	12" H.D.P.E. Cap		EA.		
14	Yard Drain Inlet 12" Grate		EA.		
15	8" Clean-Out Assembly		EA.		
16	Type 6M Inlet - Top Only		EA.		
17	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type SP-9.5		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Stop/Street Combo, Post Mounted		EA.		
8	Stop/Street w/No Outlet Sign, Post Mounted		EA.		
9	Speed Limit Sign, Post Mounted		EA.		
10	No Outlet Sign, Post Mounted		EA.		
11	24" Stop Bar (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (2-2"), Cable (1-4"), Tele (1-4")		L.F.		
4	Roadway Sleeves - Cable (1-4")		L.F.		
5	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 6 (Rev 1)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')		EA.	$ 2,155.00	$ -
2	Sanitary Sewer Manhole (6'-8')		EA.	$ 2,415.00	$ -
3	Sanitary Sewer Manhole (8'-10')		EA.	$ 2,700.00	$ -
4	Sanitary Sewer Manhole (12'-14')		EA.	$ 4,100.00	$ -
5	Sanitary Sewer Manhole (14'-16')		EA.	$ 4,865.00	$ -
6	8" P.V.C. Gravity Main (SDR 26)		L.F.	$ 26.37	$ -
7	8" P.V.C. Gravity Main (SDR 35)		L.F.	$ 19.54	$ -
8	8" x 4" P.V.C. Wye (SDR 35)		EA.	$ 53.75	$ -
9	8" x 6" P.V.C. Wye (SDR 35)		EA.	$ 64.00	$ -
10	8" x 6" P.V.C. Wye (SDR 26)		EA.	$ 80.50	$ -
11	4" x 45 P.V.C. Bend (SDR 35)		EA.	$ 30.00	$ -
12	6" x 45 P.V.C. Bend (SDR 35)		EA.	$ 34.95	$ -
13	6" x 45 P.V.C. Bend (SDR 26)		EA.	$ 44.05	$ -
14	Single Service Assembly (Villa)		EA.	$ 157.00	$ -
15	Single Service Assembly (Unit)		EA.	$ 182.00	$ -
16	Double Service Assembly		EA.	$ 217.50	$ -
17	4" P.V.C. Service Line		L.F.	$ 11.88	$ -
18	6" P.V.C Service Line		L.F.	$ 12.86	$ -
19	Dewatering / Sock Pipe		L.F.	$ 12.00	$ -
				TOTAL	$ -

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	1,043	L.F.	$ 7.37	$ 7,686.91
2	6" P.V.C. Water Main (DR 25)	1,900	L.F.	$ 9.67	$ 18,373.00
3	8" P.V.C. Water Main (DR 25)	2,158	L.F.	$ 12.54	$ 27,061.32
4	4" Bell Joint Restraint	7	EA.	$ 54.00	$ 378.00
5	6" Bell Joint Restraint	24	EA.	$ 60.00	$ 1,440.00
6	8" Bell Joint Restraint	45	EA.	$ 92.00	$ 4,140.00
7	4" Gate Valve and Box	2	EA.	$ 734.00	$ 1,468.00
8	6" Gate Valve and Box	7	EA.	$ 861.00	$ 6,027.00
9	8" Gate Valve and Box	6	EA.	$ 1,190.00	$ 7,140.00
10	8" x 22.5 MJ DI Bend	4	EA.	$ 352.00	$ 1,408.00
11	4" x 4" x 4" MJ DI Tee	1	EA.	$ 309.00	$ 309.00
12	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
13	8" x 8" x 6" MJ DI Tee	1	EA.	$ 460.00	$ 460.00
14	8" x 8" x 8" MJ DI Tee	4	EA.	$ 498.00	$ 1,992.00
15	8" x 4" MJ DI Reducer	3	EA.	$ 272.00	$ 816.00
16	8" x 6" MJ DI Reducer	3	EA.	$ 282.00	$ 846.00
17	4" x 2" MJ DI Tapped Cap	2	EA.	$ 127.00	$ 254.00
18	1" Service Line	420	L.F.	$ 5.51	$ 2,314.20
19	1.5" Service Line	1,890	L.F.	$ 6.34	$ 11,982.60
20	Meter Box Assembly, Single	12	EA.	$ 375.00	$ 4,500.00
21	Meter Box Assembly, Double	54	EA.	$ 670.00	$ 36,180.00
22	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
23	Fire Hydrant Assembly	5	EA.	$ 2,829.00	$ 14,145.00
24	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
25	8" x 8" x 6" Fire Hydrant Tee	4	EA.	$ 519.00	$ 2,076.00
				TOTAL	$ 153,969.03

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$2,213.30	$ (2,213.30)
				TOTAL	$ (2,213.30)

SCHEDULE OF UNIT PRICES
Unit 6 (Rev 1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)

TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$31,365.00
GEOTECHNICAL TESTING	$	$19,680.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (123 LOTS)	$	

SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)

TOTAL - FINISH GRADING & UTILITY TRENCHING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (123 LOTS)	$	

SECTION III: - COW - (District)

TOTAL - SANITARY SEWER - COW	$	$0.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$153,969.03
TOTAL - SECTION III	$	$153,969.03
COST PER LOT (123 LOTS)	$	$1,251.78

TOTAL

SECTION IV: - (Developer) [redacted]

WRAP INSURANCE - (.292%)	$	(2,213.30)
TOTAL - SECTION IV	$	(2,213.30)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (123 LOTS)	$	

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 126 LOTS INCLUDING, BUT NOT LIMITED TO, (SSU – SOUTH SUMTER UTILITY) SANITARY SEWER AND WATER DISTRIBUTION POTABLE WITHIN THE UNIT PROJECT.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

(SSU)
SOUTH SUMTER UTILITY COMPANY, LLC

UNIT 7

THE VILLAGES OF LAKE-SUMTER, INC.
1020 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated September 27, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Unit 7 - SSU

You are notified that the Contract Time under the above contract will commence to run on **September 27, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Unit 7 - SSU**	**April 15, 2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice-President

Date: September 27, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: September 27, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **27th** day of **September** in the year **2017** by and between **The Villages of Lake-Sumter, Inc.** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 126 LOTS INCLUDING, BUT NOT LIMITED TO, (SSU – SOUTH SUMTER UTILITY) SANITARY SEWER AND WATER DISTRIBUTION POTABLE WITHIN THE UNIT PROJECT.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **SSU – Unit 7** **(Includes thru Revision #1)**	**April 15, 2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA- The Village of Fenney – SSU – UNIT 7 – (Includes Plan Revision #1).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **September 27, 2017** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule I of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 27th day of September , 2017

OWNER:

THE VILLAGE OF LAKE-SUMTER, INC.

By: _____

Name: Tommy McDonough

Its: Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 7 (Rev #1)

THE VILLAGES OF LAKE-SUMTER, INC.

SANITARY SEWER - SOUTH SUMTER UTILITY - (District)

SECTION I - SSU- (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	9	EA.	$ 2,155.00	$ 19,395.00
2	Sanitary Sewer Manhole (6'-8')	3	EA.	$ 2,415.00	$ 7,245.00
3	Sanitary Sewer Manhole (8'-10')	3	EA.	$ 2,700.00	$ 8,100.00
4	Sanitary Sewer Manhole (10'-12')	6	EA.	$ 2,975.00	$ 17,850.00
5	Sanitary Sewer Manhole (12'-14')	3	EA.	$ 4,100.00	$ 12,300.00
6	Sanitary Sewer Manhole (14'-16')	1	EA.	$ 4,865.00	$ 4,865.00
7	8" P.V.C. Gravity Main (SDR 26)	649	L.F.	$ 26.37	$ 17,114.13
8	8" P.V.C. Gravity Main (SDR 35)	4,408	L.F.	$ 19.54	$ 86,132.32
9	8" x 4" P.V.C. Wye (SDR 35)	6	EA.	$ 53.75	$ 322.50
10	8" x 6" P.V.C. Wye (SDR 35)	52	EA.	$ 64.00	$ 3,328.00
11	8" x 6" P.V.C. Wye (SDR 26)	9	EA.	$ 80.50	$ 724.50
12	4" x 45 P.V.C. Bend (SDR 35)	6	EA.	$ 30.00	$ 180.00
13	6" x 45 P.V.C. Bend (SDR 35)	52	EA.	$ 34.95	$ 1,817.40
14	6" x 45 P.V.C. Bend (SDR 26)	9	EA.	$ 44.05	$ 396.45
15	Single Service Assembly (Villa)	6	EA.	$ 157.00	$ 942.00
16	Single Service Assembly (Unit)	16	EA.	$ 182.00	$ 2,912.00
17	Double Service Assembly	49	EA.	$ 217.50	$ 10,657.50
18	4" P.V.C. Service Line	150	L.F.	$ 11.88	$ 1,782.00
19	6" P.V.C Service Line	2,925	L.F.	$ 12.86	$ 37,615.50
20	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 233,679.30

WATER DISTRIBUTION POTABLE - SOUTH SUMTER UTILITY - (District)

SECTION I - SSU - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	834	L.F.	$ 7.37	$ 6,146.58
2	6" P.V.C. Water Main (DR 25)	3,040	L.F.	$ 9.67	$ 29,396.80
3	8" P.V.C. Water Main (DR 25)	2,507	L.F.	$ 12.54	$ 31,437.78
4	4" Bell Joint Restraint	5	EA.	$ 54.00	$ 270.00
5	6" Bell Joint Restraint	27	EA.	$ 60.00	$ 1,620.00
6	8" Bell Joint Restraint	33	EA.	$ 92.00	$ 3,036.00
7	4" Gate Valve and Box	3	EA.	$ 734.00	$ 2,202.00
8	6" Gate Valve and Box	6	EA.	$ 861.00	$ 5,166.00
9	8" Gate Valve and Box	8	EA.	$ 1,190.00	$ 9,520.00
10	6" x 22.5 MJ DI Bend	12	EA.	$ 282.00	$ 3,384.00
11	6" x 45 MJ DI Bend	2	EA.	$ 288.00	$ 576.00
12	8" x 22.5 MJ DI Bend	2	EA.	$ 352.00	$ 704.00
13	8" x 45 MJ DI Bend	1	EA.	$ 355.00	$ 355.00
14	6" x 6" x 4" MJ DI Tee	1	EA.	$ 383.00	$ 383.00
15	8" x 8" x 4" MJ DI Tee	1	EA.	$ 436.00	$ 436.00
16	8" x 8" x 6" MJ DI Tee	3	EA.	$ 460.00	$ 1,380.00
17	8" x 8" x 8" MJ DI Tee	4	EA.	$ 498.00	$ 1,992.00
18	8" x 4" MJ DI Reducer	2	EA.	$ 272.00	$ 544.00
19	8" x 6" MJ DI Reducer	2	EA.	$ 282.00	$ 564.00
20	8" MJ DI Cap	2	EA.	$ 223.00	$ 446.00
21	1" Service Line	805	L.F.	$ 5.51	$ 4,435.55
22	1.5" Service Line	1,820	L.F.	$ 6.34	$ 11,538.80
23	Meter Box Assembly, Single	23	EA.	$ 375.00	$ 8,625.00
24	Meter Box Assembly, Double	52	EA.	$ 670.00	$ 34,840.00
25	Fire Hydrant Assembly	4	EA.	$ 2,829.00	$ 11,316.00
26	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
27	8" x 8" x 6" Fire Hydrant Tee	3	EA.	$ 519.00	$ 1,557.00
				TOTAL	$ 172,305.51

WRAP INSURANCE

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$1,248.66	$ (1,248.66)
				TOTAL	$

SCHEDULE OF UNIT PRICES
Unit 7 (Rev #1)
THE VILLAGES OF LAKE-SUMTER, INC.
SUMMARY

SECTION I: - SSU - (District)		
TOTAL - SANITARY SEWER - SSU	$	233,679.30
TOTAL - WATER DISTRIBUTION - SSU POTABLE	$	172,305.51
SUBTOTAL	$	405,984.81
CONSTRUCTION STAKING - (.03242)	$	13,162.03
GEOTECHNICAL TESTING - (.02088)	$	8,476.96
TOTAL - SECTION I	$	427,623.80
COST PER LOT (126 LOTS)	$	3,393.84
SECTION II: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(1,248.66)
TOTAL - SECTION II	$	(1,248.66)
GRAND TOTAL SECTIONS I & II	$	426,375.14
COST PER LOT (126 LOTS)	$	3,383.93

OWNER:
THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
Name: Tommy McDonough
Its: Vice President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 76 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 8

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated May 22, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase - AKA - (The Village of Fenney) Unit 8**

You are notified that the Contract Time under the above contract will commence to run on **August 27, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Unit 9**	**December 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: May 22, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: May 22, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **22nd** day of **May** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 76 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Unit 8** **(Includes thru Revision #1)**	**December 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase - AKA- The Village of Fenney – Unit 8 – (Includes Plan Revision #1).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 22nd day of May, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 8 (Rev #1)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	Type P-6M Inlet (6'-8')		EA.		
7	Type P-6M Inlet (8'-10')		EA.		
8	Type 6M Inlet, Top Only		EA.		
9	Valley Gutter Inlet w/ P Bottom (0'-6')		EA.		
10	Valley Gutter Inet, Top Only		EA.		
11	12" x 45° H.D.P.E. Bend		EA.		
12	12" x 90 H.D.P.E. Bend		EA.		
13	15" x 22.5 H.D.P.E. Bend		EA.		
14	15" x 45 H.D.P.E. Bend		EA.		
15	12" x 12" x 8" H.D.P.E. Tee		EA.		
16	15" x 12" H.D.P.E. Reducer		EA.		
17	12" H.D.P.E. Cap		EA.		
18	Yard Drain Inlet 12" Grate		EA.		
19	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Stop/Street w/No Outlet Combo, Post Mounted		EA.		
8	Stop/Street Combo, Post Mounted		EA.		
9	Speed Limit Sign, Post Mounted		EA.		
10	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - Tele (1-4")		L.F.		
4	Roadway Sleeves - Cable (1-4")		L.F.		
5	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 8 (Rev #1)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	9	EA.	$ 2,155.00	$ 19,395.00
2	Sanitary Sewer Manhole (6'-8')	1	EA.	$ 2,415.00	$ 2,415.00
3	8" P.V.C. Gravity Main (SDR 35)	2,046	L.F.	$ 19.54	$ 39,978.84
4	8" x 6" P.V.C. Wye (SDR 35)	33	EA.	$ 64.00	$ 2,112.00
5	6" x 45 P.V.C. Bend (SDR 35)	33	EA.	$ 34.95	$ 1,153.35
6	Single Service Assembly (Unit)	6	EA.	$ 182.00	$ 1,092.00
7	Double Service Assembly	30	EA.	$ 217.50	$ 6,525.00
8	6" P.V.C Service Line	1,620	L.F.	$ 12.86	$ 20,833.20
9	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 93,504.39

SANITARY FORCE MAIN & LIFT STATIONS - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1			L.F.		$ -
2			EA.		$ -
3			EA.		$ -
				TOTAL	$ -

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	879	L.F.	$ 7.37	$ 6,478.23
2	6" P.V.C. Water Main (DR 25)	60	L.F.	$ 9.67	$ 580.20
3	8" P.V.C. Water Main (DR 25)	2,042	L.F.	$ 12.54	$ 25,606.68
4	4" Bell Joint Restraint	10	EA.	$ 54.00	$ 540.00
5	6" Bell Joint Restraint	3	EA.	$ 60.00	$ 180.00
6	8" Bell Joint Restraint	41	EA.	$ 92.00	$ 3,772.00
7	4" Gate Valve and Box	2	EA.	$ 734.00	$ 1,468.00
8	8" Gate Valve and Box	6	EA.	$ 1,190.00	$ 7,140.00
9	8" x 45 MJ DI Bend	3	EA.	$ 355.00	$ 1,065.00
10	8" x 8" x 4" MJ DI Tee	1	EA.	$ 436.00	$ 436.00
11	8" x 8" x 6" MJ DI Tee	1	EA.	$ 460.00	$ 460.00
12	8" x 8" x 8" MJ DI Tee	3	EA.	$ 498.00	$ 1,494.00
13	8" x 4" MJ DI Reducer	2	EA.	$ 272.00	$ 544.00
14	4" x 2" MJ DI Tapped Cap	3	EA.	$ 127.00	$ 381.00
15	1" Service Line	455	L.F.	$ 5.51	$ 2,507.05
16	1.5" Service Line	1,050	L.F.	$ 6.34	$ 6,657.00
17	Meter Box Assembly, Single	17	EA.	$ 375.00	$ 6,375.00
18	Meter Box Assembly, Double	30	EA.	$ 670.00	$ 20,100.00
19	2" Blow-Off Assembly	3	EA.	$ 872.00	$ 2,616.00
20	Fire Hydrant Assembly	3	EA.	$ 2,829.00	$ 8,487.00
21	8" x 8" x 6" Fire Hydrant Tee	3	EA.	$ 519.00	$ 1,557.00
				TOTAL	$ 98,444.16

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$1,676.08	$ (1,676.08)
				TOTAL	$ (1,676.08)

SCHEDULE OF UNIT PRICES
Unit 8 (Rev #1)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (4%)	$	$22,420.00
GEOTECHNICAL TESTING - (2%)	$	$14,440.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (76 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (76 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	$93,504.39
TOTAL - SANITARY FORCE MAIN & LIFT STATIONS - COW	$	$ -
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$98,444.16
TOTAL - SECTION III	$	$191,948.55
COST PER LOT (76 LOTS)	$	$2,525.64
	TOTAL	[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.00292)	$	(1,676.08)
TOTAL - SECTION IV	$	(1,676.08)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (76 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 139 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 9

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated May 19, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase - AKA - (The Village of Fenney) Unit 9**

You are notified that the Contract Time under the above contract will commence to run on **May 28, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Unit 9**	**October 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: May 19, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: May 19, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **19th** day of **May** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 139 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Unit 9** **(Includes thru Revision #2 – Dated: 5-15-2017)**	**October 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase - AKA- The Village of Fenney – Unit 9 – (Includes Plan Revision #2 – Dated: 5-15-2017).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **May 19, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 19th day of May, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 9 (Rev #2)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	Storm Manhole w/ P Bottom (0'-6')		EA.		
8	Storm Manhole w/ P Bottom (6'-8')		EA.		
9	Storm Manhole w/ P Bottom (8'-10')		EA.		
10	Modified Type V Inlet w/ P Bottom (0'-6')		EA.		
11	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
12	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
13	Modified Type V Inlet, Top Only		EA.		
14	8" x 90 H.D.P.E. Bend		EA.		
15	12" x 45° H.D.P.E. Bend		EA.		
16	12" x 90 H.D.P.E. Bend		EA.		
17	15" x 45 H.D.P.E. Bend		EA.		
18	8" x 8" x 8" H.D.P.E. Tee		EA.		
19	12" x 12" x 8" H.D.P.E. Tee		EA.		
20	12" x 12" x 12" H.D.P.E. Tee		EA.		
21	15" x 15" x 8" H.D.P.E. Tee		EA.		
22	15" x 15" x 15" H.D.P.E. Tee		EA.		
23	15" x 12" H.D.P.E. Reducer		EA.		
24	12" H.D.P.E. Cap		EA.		
25	Yard Drain Inlet 12" Grate		EA.		
26	Dewatering / Sock Pipe	0	L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	12" Spill-Out Edge Curb		LF		
6	Miami Curb and Gutter		L.F.		
7	Stop/Street Combo, Post Mounted		EA.		
8	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (2-2")		L.F.		
4	Roadway Sleeves - SECO (2-2", 1-4")		L.F.		
5	Roadway Sleeves - SECO (1-2", 1-4")		L.F.		
6	Roadway Sleeves - SECO (1-4"), Tele (1-4")		L.F.		
7	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
8	Roadway Sleeves - SECO (1-2"), Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 9 (Rev #2)

RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	12	EA.	$ 2,155.00	$ 25,860.00
2	Sanitary Sewer Manhole (6'-8')	1	EA.	$ 2,415.00	$ 2,415.00
3	Sanitary Sewer Manhole (10'-12')	3	EA.	$ 2,975.00	$ 8,925.00
4	8" P.V.C. Gravity Main (SDR 35)	4,022	L.F.	$ 19.54	$ 78,589.88
5	8" x 6" P.V.C. Wye (SDR 35)	57	EA.	$ 64.00	$ 3,648.00
6	6" x 45 P.V.C. Bend (SDR 35)	57	EA.	$ 34.95	$ 1,992.15
7	Single Service Assembly (Unit)	7	EA.	$ 182.00	$ 1,274.00
8	Double Service Assembly	57	EA.	$ 217.50	$ 12,397.50
9	6" P.V.C Service Line	2,880	L.F.	$ 12.86	$ 37,036.80
10	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 172,138.33

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	303	L.F.	$ 7.37	$ 2,233.11
2	6" P.V.C. Water Main (DR 25)	3,242	L.F.	$ 9.67	$ 31,350.14
3	8" P.V.C. Water Main (DR 25)	1,575	L.F.	$ 12.54	$ 19,750.50
4	4" Bell Joint Restraint	9	EA.	$ 54.00	$ 486.00
5	6" Bell Joint Restraint	29	EA.	$ 60.00	$ 1,740.00
6	8" Bell Joint Restraint	26	EA.	$ 92.00	$ 2,392.00
7	4" Gate Valve and Box	1	EA.	$ 734.00	$ 734.00
8	6" Gate Valve and Box	7	EA.	$ 861.00	$ 6,027.00
9	8" Gate Valve and Box	5	EA.	$ 1,190.00	$ 5,950.00
10	6" x 6" x 6" MJ DI Tee	2	EA.	$ 397.00	$ 794.00
11	8" x 8" x 6" MJDI Tee	2	EA.	$ 460.00	$ 920.00
12	8" x 8" x 8" MJDI Tee	2	EA.	$ 498.00	$ 996.00
13	6" x 4" MJ DI Reducer	1	EA.	$ 221.00	$ 221.00
14	8" x 4" MJDI Reducer	1	EA.	$ 272.00	$ 272.00
15	8" x 6" MJDI Reducer	1	EA.	$ 282.00	$ 282.00
16	4" x 2" MJDI Tapped Cap	2	EA.	$ 127.00	$ 254.00
17	6" MJ DI Cap	1	EA.	$ 182.00	$ 182.00
18	1" Service Line	630	L.F.	$ 5.51	$ 3,471.30
19	1.5" Service Line	2,030	L.F.	$ 6.34	$ 12,870.20
20	Meter Box Assembly, Single	18	EA.	$ 375.00	$ 6,750.00
21	Meter Box Assembly, Double	58	EA.	$ 670.00	$ 38,860.00
22	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
23	Fire Hydrant Assembly	4	EA.	$ 2,829.00	$ 11,316.00
24	6" x 6" x 6" Fire Hydrant Tee	3	EA.	$ 434.00	$ 1,302.00
25	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
				TOTAL	$ 151,416.25

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	(1)	L.S.	$4,018.34	$ (4,018.34)
				TOTAL	$ (4,018.34)

SCHEDULE OF UNIT PRICES
Unit 9 (Rev #2)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (2.97%)	$	$41,005.00
GEOTECHNICAL TESTING - (1.91%)	$	$26,410.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (139 LOTS)	$	
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (139 LOTS)	$	
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	$172,138.33
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$151,416.25
TOTAL - SECTION III	$	$323,554.58
COST PER LOT (139 LOTS)	$	$2,327.73
TOTAL		[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.292%)	$	(4,018.34)
TOTAL - SECTION IV	$	(4,018.34)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (139 LOTS)	$	

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **143 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 10

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated May 4, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 10**

You are notified that the Contract Time under the above contract will commence to run on **May 4, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney Unit 10	**October 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: May 4, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: May 4, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **4th** day of **May** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 143 STANDARD LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 10**	**October 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 10**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **May 4, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4TH day of MAY, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 10 (AFC)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	18" S.D. (HDPE)		L.F.		
4	24" S.D. (HDPE)		L.F.		
5	30" S.D. (HDPE)		L.F.		
6	42" S.D. (HDPE)		L.F.		
7	Type P-6M Inlet (0'-6')		EA.		
8	Type P-6M Inlet (6'-8')		EA.		
9	Type P-6M Inlet (8'-10')		EA.		
10	Type P-6M Inlet (10'-12')		EA.		
11	Type J-6M Inlet (8'-10') (5' ID)		EA.		
12	Type J-6M Inlet (10'-12') (5" ID)		EA.		
13	Type J-6M Inlet (10'-12') (6" ID)		EA.		
14	Type J-6M Inlet (10'-12') (5' x 8' ID)		EA.		
15	Type 6M Inlet, Top Only		EA.		
16	Storm Manhole w/ P Bottom (8'-10')		EA.		
17	Storm Manhole w/ J Bottom (10'-12') (5' ID)		EA.		
18	Storm Manhole w/ J Bottom (12'-14') (6' ID)		EA.		
19	Modified Type V Inlet w/ J Bottom (8'-10') (6' ID)		EA.		
20	Modified Type V Inlet w/ J Bottom (12'-14') (7' ID)		EA.		
21	Valley Gutter Inlet w/ P Bottom (0'-6')		EA.		
22	Valley Gutter Inlet w/ P Bottom (6'-8')		EA.		
23	Valley Gutter Inlet e/ P Bottom (8'-10')		EA.		
24	Valley Gutter Inet, Top Only		EA.		
25	12" x 45° H.D.P.E. Bend		EA.		
26	12" x 12" x 8" H.D.P.E. Tee		EA.		
27	12" x 12" x 12" H.D.P.E. Tee		EA.		
28	12" H.D.P.E. Cap		EA.		
29	NDS Inlet 12" Grate		EA.		
30	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type SP-9.5		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Type F Curb & Gutter		L.F.		
8	Transition Curb		L.F.		
9	Stop/Street Combo, Post Mounted		EA.		
10	Stop Sign, Post Mounted		EA.		
11	Speed Limit Sign, Post Mounted		EA.		
12	24" Stop Bar (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (1-4"), Cable (1-4")		L.F.		
4	Roadway Sleeves - Cable (1-4")		L.F.		
5	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 10 (AFC)

RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	10	EA.	$ 2,155.00	$ 21,550.00
2	Sanitary Sewer Manhole (6'-8')	9	EA.	$ 2,415.00	$ 21,735.00
3	Sanitary Sewer Manhole (8'-10')	3	EA.	$ 2,700.00	$ 8,100.00
4	Sanitary Sewer Manhole (12'-14')	3	EA.	$ 4,100.00	$ 12,300.00
5	Sanitary Sewer Manhole (14'-16')	1	EA.	$ 4,865.00	$ 4,865.00
6	8" P.V.C. Gravity Main (SDR 26)	337	L.F.	$ 26.37	$ 8,886.69
7	8" P.V.C. Gravity Main (SDR 35)	6,103	L.F.	$ 19.54	$ 119,252.62
8	8" x 4" P.V.C. Wye (SDR 35)	10	EA.	$ 53.75	$ 537.50
9	8" x 6" P.V.C. Wye (SDR 35)	68	EA.	$ 64.00	$ 4,352.00
10	8" x 6" P.V.C. Wye (SDR 26)	5	EA.	$ 80.50	$ 402.50
11	4" x 45 P.V.C. Bend (SDR 35)	10	EA.	$ 30.00	$ 300.00
12	6" x 45 P.V.C. Bend (SDR 35)	68	EA.	$ 34.95	$ 2,376.60
13	6" x 45 P.V.C. Bend (SDR 26)	5	EA.	$ 44.05	$ 220.25
14	Single Service Assembly (Villa)	10	EA.	$ 157.00	$ 1,570.00
15	Single Service Assembly (Unit)	14	EA.	$ 182.00	$ 2,548.00
16	Double Service Assembly	67	EA.	$ 217.50	$ 14,572.50
17	4" P.V.C. Service Line	300	L.F.	$ 11.88	$ 3,564.00
18	6" P.V.C Service Line	3,600	L.F.	$ 12.86	$ 46,296.00
19	Dewatering / Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 273,428.66

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	971	L.F.	$ 7.37	$ 7,156.27
2	6" P.V.C. Water Main (DR 25)	748	L.F.	$ 9.67	$ 7,233.16
3	8" P.V.C. Water Main (DR 25)	4,868	L.F.	$ 12.54	$ 61,044.72
4	4" Bell Joint Restraint	17	EA.	$ 54.00	$ 918.00
5	6" Bell Joint Restraint	11	EA.	$ 60.00	$ 660.00
6	8" Bell Joint Restraint	61	EA.	$ 92.00	$ 5,612.00
7	4" Gate Valve and Box	3	EA.	$ 734.00	$ 2,202.00
8	6" Gate Valve and Box	2	EA.	$ 861.00	$ 1,722.00
9	8" Gate Valve and Box	17	EA.	$ 1,190.00	$ 20,230.00
10	6" x 22.5° MJ DI Bend	2	EA.	$ 282.00	$ 564.00
11	8" x 22.5 MJ DI Bend	6	EA.	$ 352.00	$ 2,112.00
12	8" x 8" x 4" MJDI Tee	2	EA.	$ 436.00	$ 872.00
13	8" x 8" x 6" MJDI Tee	2	EA.	$ 460.00	$ 920.00
14	8" x 8" x 8" MJDI Tee	7	EA.	$ 498.00	$ 3,486.00
15	8" x 4" MJDI Reducer	2	EA.	$ 272.00	$ 544.00
16	8" x 6" MJDI Reducer	1	EA.	$ 282.00	$ 282.00
17	4" x 2" MJDI Tapped Plug	2	EA.	$ 127.00	$ 254.00
18	6" MJ DI Cap	1	EA.	$ 182.00	$ 182.00
19	8" MJ DI Cap	4	EA.	$ 223.00	$ 892.00
20	1" Service Line	770	L.F.	$ 5.51	$ 4,242.70
21	1.5" Service Line	2,205	L.F.	$ 6.34	$ 13,979.70
22	Meter Box Assembly, Single	22	EA.	$ 375.00	$ 8,250.00
23	Meter Box Assembly, Double	63	EA.	$ 670.00	$ 42,210.00
24	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
25	Fire Hydrant Assembly	5	EA.	$ 2,829.00	$ 14,145.00
26	8" x 8" x 6" Fire Hydrant Tee	5	EA.	$ 519.00	$ 2,595.00
				TOTAL	$ 204,052.55

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE - (.00292%)	1	L.S.	-$4,218.25	$ (4,218.25)
				TOTAL	$ (4,218.25)

SCHEDULE OF UNIT PRICES
Unit 10 (AFC)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (3.06%)	$	42,185.00
GEOTECHNICAL TESTING - (1.97%)	$	27,170.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (143 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (143 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	273,428.66
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	204,052.55
TOTAL - SECTION III	$	477,481.21
COST PER LOT (143 LOTS)	$	3,339.03
	TOTAL	[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.292%)	$	(4,218.25)
TOTAL - SECTION IV	$	(4,218.25)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (143 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **94 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 11

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated March 27, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 11**

You are notified that the Contract Time under the above contract will commence to run on **March 27, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase I AKA – The Village of Fenney Unit 11 (Includes Plan Revision #3 – Dated: 2/23/2017)	**October 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: March 27, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: March 27, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **27th** day of **March** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR **94 STANDARD LOTS** INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE UNIT, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 11** **(Includes thru Revision #3 – Dated: 2/23/2017)**	**October 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50%** (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100**% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 11 – (Includes Plan Revision #3 – Dated: 2/23/2017).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **March 27, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 20th day of March, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 11 (Rev #3)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	36" S.D. (HDPE)		L.F.		
8	Type C Inlet w/ J Bottom (10'-12') (6' ID)		EA.		
9	Type P-6M Inlet (0'-6')		EA.		
10	Type P-6M Inlet (6'-8')		EA.		
11	Type J-6M Inlet (6'-8') (5' ID)		EA.		
12	Type J-6M Inlet (12'-14') (6' ID)		EA.		
13	Type 6M Inlet, Top Only		EA.		
14	Storm Manhole w/ P Bottom (0'-6')		EA.		
15	Storm Manhole w/ J Bottom (10'-12') (5' ID)		EA.		
16	Storm Manhole w/ J Bottom (10'-12') (6' ID)		EA.		
17	Modified Type V Inlet w/ P Bottom (6'-8')		EA.		
18	Modified Type V Inlet w/ P Bottom (8'-10')		EA.		
19	Modified Type V Inlet w/ J Bottom (6'-8') (6' ID)		EA.		
20	Valley Gutter Inlet, Top Only		EA.		
21	12" x 22.5 H.D.P.E. Bend		EA.		
22	12" x 45° H.D.P.E. Bend		EA.		
23	12" x 90 H.D.P.E. Bend		EA.		
24	15" x 45° H.D.P.E. Bend		EA.		
25	12" x 12" x 8" H.D.P.E. Tee		EA.		
26	15" x 15" x 8" H.D.P.E. Tee		EA.		
27	15" x 15" x 15" H.D.P.E. Tee		EA.		
28	15" x 12" H.D.P.E. Reducer		EA.		
29	12" H.D.P.E. Cap		EA.		
30	Yard Drain Inlet 12" Grate		EA.		
31	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Type F Curb and Gutter		L.F.		
8	Transition Curb		L.F.		
9	6" 3000 PSI Concrete		S.Y.		
10	Stop/Street Combo, Post Mounted		EA.		
11	No Outlet Sign, Post Mounted		EA.		
12	Speed Limit Sign, Post Mounted		EA.		
13	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 11 (Rev #3)

RP FENNEY, LLC.

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - (2-2", 1-4")		L.F.		
4	Roadway Sleeves - SECO (1-4"), Tele (1-4")		L.F.		
5	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
6	Roadway Sleeves - SECO (1-2"), Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	7	EA.	$ 2,155.00	$ 15,085.00
2	Sanitary Sewer Manhole (6'-8')	6	EA.	$ 2,415.00	$ 14,490.00
3	Sanitary Sewer Manhole (8'-10')	3	EA.	$ 2,700.00	$ 8,100.00
4	Sanitary Sewer Manhole (10'-12')	3	EA.	$ 2,975.00	$ 8,925.00
5	Sanitary Sewer Manhole (12'-14')	1	EA.	$ 4,100.00	$ 4,100.00
6	Sanitary Sewer Manhole (14'-16')	1	EA.	$ 4,865.00	$ 4,865.00
7	Sanitary Sewer Drop Manhole (8'-10')	1	EA.	$ 3,564.00	$ 3,564.00
8	Sanitary Sewer Drop Manhole (12'-14')	1	EA.	$ 4,964.00	$ 4,964.00
9	8" P.V.C. Gravity Main (SDR 35)	5,131	L.F.	$ 19.54	$ 100,259.74
10	8" x 4" P.V.C. Wye (SDR 35)	7	EA.	$ 53.75	$ 376.25
11	8" x 6" P.V.C. Wye (SDR 35)	47	EA.	$ 64.00	$ 3,008.00
12	4" x 45 P.V.C. Bend (SDR 35)	7	EA.	$ 30.00	$ 210.00
13	6" x 45 P.V.C. Bend (SDR 35)	47	EA.	$ 34.95	$ 1,642.65
14	Single Service Assembly (Villa)	8	EA.	$ 157.00	$ 1,256.00
15	Single Service Assembly (Unit)	13	EA.	$ 182.00	$ 2,366.00
16	Double Service Assembly	45	EA.	$ 217.50	$ 9,787.50
17	4" P.V.C. Service Line	200	L.F.	$ 11.88	$ 2,376.00
18	6" P.V.C Service Line	2,610	L.F.	$ 12.86	$ 33,564.60
19	Dewatering / Sock Pipe	867	L.F.	$ 12.00	$ 10,404.00
				TOTAL	$ 229,343.74

SANITARY FORCE MAIN & LIFT STATIONS - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC Force Main (DR25)	805	L.F.	$ 7.47	$ 6,013.35
2	4" Bell Joint Restraint	2	EA.	$ 54.00	$ 108.00
3	4" x 45 MJ DI Bend, Epoxy Coated	4	EA.	$ 312.00	$ 1,248.00
4	4" MJ DI Cap	1	EA.	$ 127.00	$ 127.00
5	Lift Station Complete (LS #7)	1	LS.	$ 212,550.00	$ 212,550.00
				TOTAL	$ 220,046.35

SCHEDULE OF UNIT PRICES

Unit 11 (Rev #3)

RP FENNEY, LLC.

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	308	L.F.	$ 7.37	$ 2,269.96
2	6" P.V.C. Water Main (DR 25)	2,640	L.F.	$ 9.67	$ 25,528.80
3	8" P.V.C. Water Main (DR 25)	2,418	L.F.	$ 12.54	$ 30,321.72
4	4" Bell Joint Restraint	4	EA.	$ 54.00	$ 216.00
5	6" Bell Joint Restraint	46	EA.	$ 60.00	$ 2,760.00
6	8" Bell Joint Restraint	42	EA.	$ 92.00	$ 3,864.00
7	6" Gate Valve and Box	13	EA.	$ 861.00	$ 11,193.00
8	8" Gate Valve and Box	12	EA.	$ 1,190.00	$ 14,280.00
9	4" x 22.5 MJ DI Bend	1	EA.	$ 231.00	$ 231.00
10	4" x 45 MJ DI Bend	1	EA.	$ 233.00	$ 233.00
11	8" x 22.5 MJ DI Bend	5	EA.	$ 352.00	$ 1,760.00
12	8" x 45 MJ DI Bend	1	EA.	$ 355.00	$ 355.00
13	8" x 90 MJ DI Bend	1	EA.	$ 373.00	$ 373.00
14	6" x 6" x 6" MJDI Tee	5	EA.	$ 397.00	$ 1,985.00
15	8" x 8" x 6" MJDI Tee	3	EA.	$ 460.00	$ 1,380.00
16	8" x 8" x 8" MJDI Tee	5	EA.	$ 498.00	$ 2,490.00
17	8" x 4" MJDI Reducer	2	EA.	$ 272.00	$ 544.00
18	8" x 6" MJDI Reducer	1	EA.	$ 282.00	$ 282.00
19	4" x 2" MJDI Tapped Cap	2	EA.	$ 127.00	$ 254.00
20	6" MJ DI Cap	2	EA.	$ 182.00	$ 364.00
21	8" MJ DI Cap	5	EA.	$ 223.00	$ 1,115.00
22	1" Service Line	805	L.F.	$ 5.51	$ 4,435.55
23	1.5" Service Line	1,330	L.F.	$ 6.34	$ 8,432.20
24	Meter Box Assembly, Single	23	EA.	$ 375.00	$ 8,625.00
25	Meter Box Assembly, Double	38	EA.	$ 670.00	$ 25,460.00
26	2" Blow-Off Assembly	2	EA.	$ 872.00	$ 1,744.00
27	Fire Hydrant Assembly	4	EA.	$ 2,829.00	$ 11,316.00
28	6" x 6" x 6" Fire Hydrant Tee	1	EA.	$ 434.00	$ 434.00
29	8" x 8" x 6" Fire Hydrant Tee	3	EA.	$ 519.00	$ 1,557.00
				TOTAL	**$ 163,803.23**

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE - .00292	1	L.S.	-$4,034.69	$ (4,034.69)
				TOTAL	**$ (4,034.69)**

SCHEDULE OF UNIT PRICES
Unit 11 (Rev #3)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (2.07%)	$	27,730.00
GEOTECHNICAL TESTING - (1.33%)	$	17,860.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (94 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LOT (94 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	229,343.74
TOTAL - SANITARY FORCE MAIN & LIFT STATIONS - COW	$	220,046.35
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	163,803.23
TOTAL - SECTION III	$	613,193.32
COST PER LOT (94 LOTS)	$	6,523.33
TOTAL		[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.292%)	$	(4,034.69)
TOTAL - SECTION IV	$	(4,034.69)
GRAND TOTAL SECTIONS I, II, III, &IV	$	[redacted]
COST PER LOT (94 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 124 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

UNIT 12

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated February 5, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase I - AKA - (The Village of Fenney) Unit 12**

You are notified that the Contract Time under the above contract will commence to run on **February 5, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Unit 12**	**June 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: February 7, 2017

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: February 7, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **28th** day of **Feburary** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

THE PROJECT GENERALLY INVOLVES THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS CONSISTING OF BASIC INFRASTRUCTURE FOR 124 LOTS INCLUDING, BUT NOT LIMITED TO, POTABLE WATER DISTRIBUTION SYSTEM, IRRIGATION SYSTEM, WASTEWATER COLLECTION SYSTEM, CURB, LIMEROCK, STABILIZE SUBGRADE, ASPHALT SURFACE ROADWAY SYSTEM, STORM SEWER COLLECTION SYSTEM, RELATED DRAINAGE IMPROVEMENTS, WIRE UTILITY TRENCHING WITHIN THE VILLA, CONSTRUCTION STAKING AND MATERIAL TESTING.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase I **AKA – The Village of Fenney** **Unit 12** **(Includes thru Revision #2 – Dated: 2-2-2017)**	**June 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages **1** to **6**, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Unit 12 – (Includes Plan Revision #2 – Dated: 2-2-2017).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **March 7, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 7th day of March, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Unit 12 (Rev #2)

RP FENNEY, LLC.

DRAINAGE

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	15" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	24" S.D. (HDPE)		L.F.		
6	30" S.D. (HDPE)		L.F.		
7	36" S.D. (HDPE)		L.F.		
8	Type P-6M Inlet (0'-6')		EA.		
9	Type P-6M Inlet (6'-8')		EA.		
10	Type J-6M Inlet (0'-6') (5' ID)		EA.		
11	Type 6M Inlet, Top Only		EA.		
12	Storm Manhole w/ P Bottom (0'-6')		EA.		
13	Storm Manhole w/ J Bottom (6'-8') (5' ID)		EA.		
14	12" x 45° H.D.P.E. Bend		EA.		
15	15" x 45° H.D.P.E. Bend		EA.		
16	12" x 12" x 8" H.D.P.E. Tee		EA.		
17	12" x 12" x 12" H.D.P.E. Tee		EA.		
18	15" x 15" x 15" H.D.P.E. Tee		EA.		
19	15" x 12" H.D.P.E. Reducer		EA.		
20	12" H.D.P.E. Cap		EA.		
21	NDS Inlet 12" Grate		EA.		
22	Dewatering / Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/4" Asphalt S - Type III		S.Y.		
4	Prime Coat		S.Y.		
5	Type "D" Curb		L.F.		
6	Miami Curb and Gutter		L.F.		
7	Stop/Street Combo, Post Mounted		EA.		
8	Speed Limit Sign, Post Mounted		EA.		
9	24" Solid White Stripe (Thermo)		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - SECO (1-2")		L.F.		
2	Roadway Sleeves - SECO (1-4")		L.F.		
3	Roadway Sleeves - SECO (2-2")		L.F.		
4	Roadway Sleeves - SECO (1-2", 2-4")		L.F.		
5	Roadway Sleeves - SECO (3-2")		L.F.		
6	Roadway Sleeves - SECO (1-4"), Cable (1-4")		L.F.		
7	Roadway Sleeves - Cable (1-4")		L.F.		
8	Roadway Sleeves - SECO (2-2"), Tele (1-4"), Cable (1-4")		L.F.		
9	Roadway Sleeves - Tele (1-4"), Cable (1-4")		L.F.		
10	Roadway Sleeves - SECO (1-2"), Tele (1-4"), Cable (1-4")		L.F.		
				TOTAL	

UTILITY TRENCHING & FINISH GRADING

SECTION II - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		L.S.		
2	Single Utility Trench		L.F.		
3	Joint Utility Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Unit 12 (Rev #2)

RP FENNEY, LLC.

SANITARY SEWER - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	7	EA.	$ 2,155.00	$ 15,085.00
2	Sanitary Sewer Manhole (6'-8')	8	EA.	$ 2,415.00	$ 19,320.00
3	Sanitary Sewer Manhole (10'-12')	1	EA.	$ 2,975.00	$ 2,975.00
4	8" P.V.C. Gravity Main (SDR 35)	4,039	L.F.	$ 19.54	$ 78,922.06
5	8" x 6" P.V.C. Wye (SDR 35)	54	EA.	$ 64.00	$ 3,456.00
6	6" x 45 P.V.C. Bend (SDR 35)	54	EA.	$ 34.95	$ 1,887.30
7	Single Service Assembly (Unit)	9	EA.	$ 182.00	$ 1,638.00
8	Double Service Assembly	51	EA.	$ 217.50	$ 11,092.50
9	6" P.V.C Service Line	2,700	L.F.	$ 12.86	$ 34,722.00
10	Dewatering / Sock Pipe	1,141	L.F.	$ 12.00	$ 13,692.00
				TOTAL	$ 182,789.86

SANITARY FORCE MAIN & LIFT STATIONS - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC Force Main (DR25)	934	L.F.	$ 7.47	$ 6,976.98
2	4" x 22.5 MJDI Bend, Epoxy Coated	3	EA.	$ 311.00	$ 933.00
3	4" x 45 MJDI Bend, Epoxy Coated	2	EA.	$ 312.00	$ 624.00
				TOTAL	$ 8,533.98

WATER DISTRIBUTION POTABLE - CITY OF WILDWOOD - (District)

SECTION III - COW - (District)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Water Main (DR 25)	394	L.F.	$ 7.37	$ 2,903.78
2	6" P.V.C. Water Main	2,594	L.F.	$ 9.67	$ 25,083.98
3	8" P.V.C. Water Main	2,165	L.F.	$ 12.54	$ 27,149.10
4	4" Bell Joint Restraint	4	EA.	$ 54.00	$ 216.00
5	6" Bell Joint Restraint	14	EA.	$ 60.00	$ 840.00
6	8" Bell Joint Restraint	15	EA.	$ 92.00	$ 1,380.00
7	4" Gate Valve and Box	1	EA.	$ 734.00	$ 734.00
8	6" Gate Valve and Box	4	EA.	$ 861.00	$ 3,444.00
9	8" Gate Valve and Box	6	EA.	$ 1,190.00	$ 7,140.00
10	6" x 22.5° M.J.D.I. Bend	7	EA.	$ 282.00	$ 1,974.00
11	6" x 6" x 6" MJDI Tee	1	EA.	$ 397.00	$ 397.00
12	8" x 8" x 4" MJDI Tee	1	EA.	$ 436.00	$ 436.00
13	8" x 8" x 6" MJDI Tee	2	EA.	$ 460.00	$ 920.00
14	8" x 8" x 8" MJDI Tee	2	EA.	$ 498.00	$ 996.00
15	6" x 4" MJDI Reducer	1	EA.	$ 221.00	$ 221.00
16	8" x 4" MJDI Reducer	1	EA.	$ 272.00	$ 272.00
17	8" x 6" MJDI Reducer	1	EA.	$ 282.00	$ 282.00
18	4" x 2" MJDI Tapped Plug	1	EA.	$ 127.00	$ 127.00
19	1" Service Line	455	L.F.	$ 5.51	$ 2,507.05
20	1.5" Service Line	1,855	L.F.	$ 6.34	$ 11,760.70
21	Meter Box Assembly, Single	13	EA.	$ 375.00	$ 4,875.00
22	Meter Box Assembly, Double	53	EA.	$ 670.00	$ 35,510.00
23	2" Blow-Off Assembly	1	EA.	$ 872.00	$ 872.00
24	Fire Hydrant Assembly	5	EA.	$ 2,829.00	$ 14,145.00
25	6" x 6" x 6" Fire Hydrant Tee	3	EA.	$ 434.00	$ 1,302.00
26	8" x 8" x 6" Fire Hydrant Tee	2	EA.	$ 519.00	$ 1,038.00
				TOTAL	$ 146,525.61

WRAP INSURANCE

SECTION V - (Developer)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	1	L.S.	-$3,158.91	$ (3,158.91)
				TOTAL	$ (3,158.91)

SCHEDULE OF UNIT PRICES
Unit 12 (Rev #2)
RP FENNEY, LLC.
SUMMARY

SECTION I: - (District)		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (3.5%)	$	$36,580.00
GEOTECHNICAL TESTING - (2.3%)	$	$23,560.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (124 LOTS)	$	[redacted]
SECTION II: - FINISH GRADING & UTILITY TRENCHING - (Developer)		
TOTAL - FINISH GRADING & UTILITY TRENCHING	$	$ [redacted]
TOTAL - SECTION II	$	$ [redacted]
COST PER LOT (124 LOTS)	$	[redacted]
SECTION III: - COW - (District)		
TOTAL - SANITARY SEWER - COW	$	$182,789.86
TOTAL - SANITARY FORCE MAIN & LIFT STATIONS - COW	$	$ 8,533.98
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$146,525.61
TOTAL - SECTION III	$	$337,849.45
COST PER LOT (124 LOTS)	$	$2,724.59
TOTAL		[redacted]
SECTION IV: - (Developer)		
WRAP INSURANCE - (.00292%)	$	(3,158.91)
TOTAL - SECTION IV	$	(3,158.91)
GRAND TOTAL SECTIONS I, II, III &IV	$	[redacted]
COST PER LOT (124 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, SECO Duct Bank & Pull Boxes, COW Sewer Lift Station & Forcemains, COW Potable Water, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

BIGHAM TRAIL

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated November 29, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Bigham Trail

You are notified that the Contract Time under the above contract will commence to run on **November 29, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Bigham Trail** **(Construction Plans Dated: 10/13/2016)**	**March 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: November 29, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: November 29, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **29th** day of **November** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of .63 Miles of road and 3.61 Acres. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, SECO Duct Banks & Pull Boxes, COW Sewer Lift Station & Forcemains, COW Potable Water, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Bigham Trail** **(Construction Plans Dated: 10/13/2016)**	**March 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance

or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages **1** to **6**, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Bigham Trail – (Construction Plans Dated: 10/13/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract

Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **November 29, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 29th day of November, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES
BIGHAM TRAIL

RP FENNEY, LLC.

DRAINAGE

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" S.D. (HDPE)		L.F.		
2	24" S.D. (HDPE)		L.F.		
3	P Bottom w/Construction Lid (6'-8')		EA.		
4	Type P-6M Inlet (0'-6')		EA.		
5	Type P-6M Inlet (6'-8')		EA.		
6	Type 6M Inlet, Top Only		EA.		
7	Storm Manhole w/P Bottom (6'-8')		EA.		
8	Type C Inlet (6'-8')		EA.		
9	Dewatering/Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Temporary Road		S.Y.		
2	12" Stabilized Subgrade		S.Y.		
3	6" Limerock Base		S.Y.		
4	1-1/2" SP-9.5 Asphalt		S.Y.		
5	Prime Coat		S.Y.		
6	Modified Type F Curb		L.F.		
7	Miami Curb		L.F.		
8	ADA Miami Curb		L.F.		
9	8" Edge Curb		L.F.		
10	Transition Curb		L.F.		
11	Type D Curb		L.F.		
12	6" 3000 PSI Concrete Driveways		S.Y.		
13	STOP/Street Steel Post Sign		EA.		
14	Speed Limit Steel Post Sign		EA.		
15	Sign #11 - STOP/Street Deco Sign		EA.		
16	Sign #34 - No Carts Beyond This Point Deco Sign		EA.		
17	Sign #3 - Speed Limit Deco Sign		EA.		
18	4" White Solid Stripe (Thermo)		L.F.		
19	4" Double Yellow Stripe (Thermo)		L.F.		
20	24" White Stop Bar (Thermo)		L.F.		
21	Retro-Reflective Pavement Markers		EA.		
22	Finish Grading		S.Y.		
				TOTAL	

PEDESTRIAN TRAILS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Compacted Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/2" SP-9.5 Asphalt (Two Lifts)		S.Y.		
4	Prime Coat		S.Y.		
5	Edge Curb		L.F.		
6	4" 3000 PSI Concrete Turnouts		S.Y.		
7	Bollards		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES
BIGHAM TRAIL

RP FENNEY, LLC.

SECO DUCT BANK & PULL BOXES

SECTION II - DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bank of 3 SECO - (3) 4"		L.F.		
2	Bank of 5 SECO - (3) 4", (2) 2"		L.F.		
3	Bank of 8 SECO - (3) 4", (5) 2"		L.F.		
4	Bank of 11 SECO - (9) 4", (2) 2"		L.F.		
5	2" x 90 PVC Sweeps		EA.		
6	4" x 90 PVC Sweeps		EA.		
7	SECO Pull Box		EA.		
				TOTAL	

DISTRICT - CITY OF WILDWOOD - SEWER LIFT STATION & FORCE MAINS

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC Force Main (DR25)	373	L.F.	$ 7.47	$ 2,786.31
2	4" Bell Joint Restraint	3	EA.	$ 54.00	$ 162.00
3	4" Gate Valve and Box	1	EA.	$ 734.00	$ 734.00
4	4" x 22.5 MJDI Bend, Epoxy Lined	1	EA.	$ 311.00	$ 311.00
5	4" x 45 MJDI Bend, Epoxy Lined	5	EA.	$ 312.00	$ 1,560.00
6	6" x 6" x 4" MJDI Wye, Epoxy Lined	1	EA.	$ 517.00	$ 517.00
7	6" x 4" MJDI Reducer, Epoxy Lined	1	EA.	$ 334.00	$ 334.00
8	4" MJDI Cap	1	EA.	$ 127.00	$ 127.00
9	Lift Station #5 Complete	1	L.S.	$ 209,929.00	$ 209,929.00
				TOTAL	$ 216,460.31

DISTRICT - CITY OF WILDWOOD - POTABLE WATER

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" PVC Water Main (DR 25)	115	L.F.	$ 12.54	$ 1,442.10
2	8" Bell Joint Restraint	2	EA.	$ 92.00	$ 184.00
3	8" Gate Valve and Box	2	EA.	$ 1,190.00	$ 2,380.00
4	8" MJDI Cap	2	EA.	$ 223.00	$ 446.00
				TOTAL	$ 4,452.10

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC Irrigation Main (DR 25)		L.F.		
2	10" PVC Irrigation Main (DR 25)		L.F.		
3	4" Gate Valve and Box		EA.		
4	10" Gate Valve and Box		EA.		
5	4" MJDI Cap		EA.		
6	10" MJDI Cap		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP Insurance	1	LS	$ (2,079.91)	$ (2,079.91)
				TOTAL	$ (2,079.91)

SCHEDULE OF UNIT PRICES
BIGHAM TRAIL

RP FENNEY, LLC.
SUMMARY

SECTION I - DISTRICT		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - PEDESTRIAN TRAILS	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	21,290.00
GEOTECHNICAL TESTING	$	11,760.00
TOTAL - SECTION I	$	[redacted]
COST PER LINEAR FOOT (3,658 LF)	$	[redacted]
SECTION II - SECO DUCT BANK & PULLBOXES - DEVELOPER		
TOTAL - SECO DUCT BANK & PULLBOXES	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LINEAR FOOT (3,658 LF)	$	[redacted]
SECTION III - CITY OF WILDWOOD UTILITIES - DISTRICT		
TOTAL - SEWER LIFT STATION & FORCE MAINS	$	216,460.31
TOTAL - POTABLE WATER DISTRIBUTION	$	4,452.10
TOTAL - SECTION II	$	220,912.41
COST PER LINEAR FOOT (3,658 LF)	$	60.39
SECTION III - FWCA- DEVELOPER		
TOTAL - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION III	$	[redacted]
COST PER LINEAR FOOT (3,658 LF)	$	[redacted]
TOTAL	$	[redacted]
SECTION IV - WRAP INSURANCE- DEVELOPER		
WRAP INSURANCE - .292%	$	(2,079.91)
TOTAL - SECTION IV	$	(2,079.91)
GRAND TOTAL SECTIONS I, II, III & IV	$	[redacted]
COST PER LINEAR FOOT (3,658 LF)	$	[redacted]

OWNER:
RP FENNEY, LLC., a Florida Limited Liability Company

By: _____
Dean Barbarise, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, District Irrigation Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water,, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

FENNEY WAY, PHASE I

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated August 31, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Fenney Way, Phase I

You are notified that the Contract Time under the above contract will commence to run on **August 31, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase I** **(Includes Plan Revision #5 – Dated: 8/19/2016)**	**October 15, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: August 31, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: August 31, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 31st day of August in the year 2016 by and between RP Fenney, LLC, a Florida Limited Liability Company (hereinafter called OWNER) and Rainey Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of .59 Miles of road and 30.69 Acres. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, District Irrigation Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water,, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase I** **(Includes thru Revision #5 – Dated: 8/19/2016)**	**October 15, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance

or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Fenney Way, Phase I – (Includes Plan Revision #5 – Dated: 8/19/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 31, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____
DEAN

Name: ~~Dan~~ Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 31st day of August, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Fenney Way Phase 1

RP FENNEY, LLC.

DRAINAGE

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	10" S.D. (SDR 35)		L.F.		
3	12" S.D. (HDPE)		L.F.		
4	18" S.D. (HDPE)		L.F.		
5	12" Concrete Headwall * - Not Include Decorative Stone		EA.		
6	Type P-6M Inlet (0'-6')		EA.		
7	Type P-6M Inlet (6'-8')		EA.		
8	10" Gate Valve and Box		EA.		
9	Connect to Existing Structure		EA.		
10	Dewatering/Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		S.Y.		
2	12" Stabilized Subgrade		S.Y.		
3	8" Limerock Base		S.Y.		
4	2" SP-9.5 Asphalt		S.Y.		
5	Prime Coat		S.Y.		
6	8" Concrete w/Wood Stamped Pattern		S.Y.		
7	Modified Type F Curb - 1' Tall		L.F.		
8	Modified Type F Curb		L.F.		
9	Trench Curb		L.F.		
10	8" Flush Curb		L.F.		
11	Transition Curb		L.F.		
12	2' Concrete Divider Curb		L.F.		
13	4" 3000 PSI Concrete Sidewalk		S.Y.		
14	Handicap Ramps		EA.		
15	Flagstone Pavers		S.Y.		
16	2' Wood Timber Safety Railing		L.F.		
17	Stack Block Wall - Bridge		S.F.		
18	12" Ribbon Curb - Crosswalk		L.F.		
19	Sign #3 Speed Limit Sign		EA.		
20	Sign #7 STOP Sign (30")		EA.		
21	Sign #11 STOP w/Street Sign (30")		EA.		
22	Sign #23 Keep Right w/Street Sign		EA.		
23	Sign #23 Keep Right Sign		EA.		
24	Pedestrian Sign		EA.		
25	Pedestrian w/Arrow Sign		EA.		
26	Sign #34 No Carts Beyond This Point Sign		EA.		
27	Sign #33 Carts Merge Sign (Small)		EA.		
28	Sign #32 Carts Merge Ahead Sign (Tall)		EA.		
29	Left Lane Must Turn Left Sign		EA.		
30	4" White 10'-30' Skip Stripe (Thermo)		L.F.		
31	4" White Solid Stripe (Thermo)		L.F.		
32	4" Yellow Solid Stripe (Thermo)		L.F.		
33	4" Double yellow Solid Stripe (Thermo)		L.F.		
34	8" White Solid Stripe (Thermo)		L.F.		
35	18" White Solid Stripe (Thermo)		L.F.		
36	18" Yellow Solid Stripe (Thermo)		L.F.		
37	White Directional Arrows (Thermo)		EA.		
38	White Bicycle/Cart Diamonds (Thermo)		EA.		
39	Retro Reflective Pavement Markers		EA.		
40	24" White STOP Bar (Thermo)		L.F.		
41	"VISITOR" Message (Thermo)		EA.		
42	"RESIDENT" Message (Thermo)		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Fenney Way Phase 1

RP FENNEY, LLC.

PEDESTRIAN TRAILS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Compacted Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/2" SP-9.5 Asphalt (Two Lifts)		S.Y.		
4	Prime Coat		S.Y.		
5	Edge Curb		L.F.		
6	4" 3000 PSI Concrete Turnouts		S.Y.		
7	6" 3000 PSI Concrete Drive		S.Y.		
8	Bollards		EA.		
9	Sign #6 24" STOP Sign		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - CenturyLink		L.F.		
2	2" Roadway Sleeves - Electric		L.F.		
3	4" Roadway Sleeves - Clearlink		L.F.		
4	4" Roadway Sleeves - Villages Fiber		L.F.		
5	4" Roadway Sleeves - TECO (Install Only)		L.F.		
6	6" Roadway Sleeves - TECO		L.F.		
7	Clearlink/Villages Fiber Trench		L.F.		
8	Single Electric Conduit - (1) 1.5"		L.F.		
9	Bank of 3 Electric Conduit - (3) 1"		L.F.		
10	1" x 90 PVC Sweeps		EA.		
11	2" x 90 PVC Sweeps		EA.		
				TOTAL	

DISTRICT IRRIGATION SLEEVES

SECTION II - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Irrigation Sleeve - (1) 2"		L.F.		
2	Irrigation Sleeve - (1) 4"		L.F.		
3	Irrigation Sleeve - (1) 12"		L.F.		
4	Bank of 2 Irrigation - (2) 4"		L.F.		
5	Bank of 3 Irrigation - (1) 4", (2) 2"		L.F.		
6	Bank of 4 Irrigation - (1) 6", (2) 4", (1) 2"		L.F.		
7	Bank of 2 Landscape - (2) 2" Lighting		L.F.		
8	Bank of 3 Landscape - (2) 2" Ltg, (1) 2" Fill		L.F.		
				TOTAL	

SECO DUCT BANK & PULL BOXES

SECTION II - DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - SECO (Install Only)		L.F.		
2	4" Roadway Sleeves - SECO (Install Only)		L.F.		
3	Bank of 3 SECO - (3) 4"		L.F.		
4	Bank of 4 SECO - (3) 4", (1) 2"		L.F.		
5	SECO Pull Box		EA.		
6	Clearlink/Villages Fiber Trench		L.F.		
7	Single Electric Conduit - (1) 1.5"		L.F.		
8	Bank of 3 Electric Conduit - (3) 1"		L.F.		
9	1" x 90 PVC Sweeps		EA.		
10	2" x 90 PVC Sweeps		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES

Fenney Way Phase 1

RP FENNEY, LLC.

CITY OF WILDWOOD - SANITARY SEWER

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	1.5" PVC Force Main	501	L.F.	$ 5.59	$ 2,800.59
2	2" PVC Force Main	230	L.F.	$ 5.71	$ 1,313.30
3	4" PVC Force Main (DR 25)	418	L.F.	$ 6.92	$ 2,892.56
4	2" Gate Valve & Box	1	EA.	$ 475.00	$ 475.00
5	4" Gate Valve & Box	1	EA.	$ 714.00	$ 714.00
6	4" x 45 MJDI Bend Epoxy	4	EA.	$ 302.00	$ 1,208.00
7	1.5" PVC Cap	1	EA.	$ 15.00	$ 15.00
8	2" PVC Cap	1	EA.	$ 20.00	$ 20.00
9	4" MJDI Cap	4	EA.	$ 122.00	$ 488.00
10	E-One Lift Station (Guard Shack)	1	EA.	$ 23,480.00	$ 23,480.00
				TOTAL	**$ 33,406.45**

CITY OF WILDWOOD - POTABLE WATER

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Water Main	603	L.F.	$ 5.68	$ 3,425.04
2	6" P.V.C. Water Main	249	L.F.	$ 9.07	$ 2,258.43
3	8" P.V.C. Water Main	718	L.F.	$ 11.89	$ 8,537.02
4	6" Bell Restraints	7	EA.	$ 58.00	$ 406.00
5	8" Bell Restraints	13	EA.	$ 89.00	$ 1,157.00
6	2" Gate Valve and Box	1	EA.	$ 383.00	$ 383.00
7	6" Gate Valve and Box	2	EA.	$ 841.00	$ 1,682.00
8	8" Gate Valve and Box	4	EA.	$ 1,160.00	$ 4,640.00
9	2" x 45 PVC Bend	2	EA.	$ 25.00	$ 50.00
10	2" x 90 PVC Bend	1	EA.	$ 25.00	$ 25.00
11	6" x 90 MJDI Bend	1	EA.	$ 283.00	$ 283.00
12	8" x 8" x 8" MJDI Tee	2	EA.	$ 478.00	$ 956.00
13	8" x 6" MJDI Reducer	1	EA.	$ 272.00	$ 272.00
14	2" PVC Cap	3	EA.	$ 20.00	$ 60.00
15	6" MJDI Cap	1	EA.	$ 172.00	$ 172.00
16	8" MJDI Cap	4	EA.	$ 213.00	$ 852.00
17	1" Service Line	95	LF	$ 5.06	$ 480.70
18	Meter Box Assembly, Single	1	EA.	$ 365.00	$ 365.00
19	Fire Hydrant Assembly	1	EA.	$ 2,764.00	$ 2,764.00
20	8" x 6" Fire Hydrant Tee	1	EA.	$ 494.00	$ 494.00
21	Removed Exist 2" Gate Valve	1	EA.	$ 350.00	$ 350.00
				TOTAL	**$ 29,612.19**

SCHEDULE OF UNIT PRICES

Fenney Way Phase 1

RP FENNEY, LLC.

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" PVC Irrigation Main		L.F.		
2	4" PVC Irrigation Main		L.F.		
3	10" PVC Irrigation Main		L.F.		
4	12" PVC Storm Force Main		L.F.		
5	4" Gate Valve and Box		EA.		
6	10" Gate Valve and Box		EA.		
7	4" x 90 MJDI Bend		EA.		
8	4" x 4" x 4" MJDI Tee		EA.		
9	10" x 10" x 4" MJDI Tee		EA.		
10	10" x 10" x 10" MJDI Tee		EA.		
11	10" x 4" MJDI Reducer		EA.		
12	4" MJDI Cap		EA.		
13	10" MJDI Cap		EA.		
14	12" MJDI Cap		EA.		
15	1" Service Line		L.F.		
16	1.5" Service Line		L.F.		
17	Meter Box Assembly (1" Irrigation)		EA.		
18	Meter Box Assembly (1.5" Irrigation)		EA.		
19	3" POC		EA.		
20	Removed Exist 2" PVC Irrigation Main		L.F.		
21	Removed Exist 2" Gate Valve		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V: DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Wrap Insurance - .292%	$1,211,189		-0.00292	$ (3,536.67)
				TOTAL	$ (3,536.67)

SCHEDULE OF UNIT PRICES

Fenney Way Phase 1

RP FENNEY, LLC.

SUMMARY

SECTION I:

TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - PEDESTRIAN TRAILS	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING - (1.952%)	$ 22,725.00
GEOTECHNICAL TESTING - (1.788%)	$ 20,825.00
TOTAL - SECTION I	$ [redacted]
COST PER LINEAR FOOT (3,112 LF)	$ [redacted]

SECTION II - IRRIGATION & SECO

TOTAL - DISTRICT IRRIGATION	$ [redacted]
TOTAL - SECO DUCT BANK & PULLBOXES	$ [redacted]
TOTAL - SECTION II	$ [redacted]
COST PER LINEAR FOOT (3,112 LF)	$ [redacted]

SECTION III: CITY OF WILDWOOD

TOTAL - LIFT STATIONS & FORCE MAINS	$ 33,406.45
TOTAL - POTABLE WATER DISTRIBUTION	$ 29,612.19
TOTAL - SECTION II	$ 63,018.64
COST PER LINEAR FOOT (3,112 LF)	$ 20.25

SECTION IV: FWCA

TOTAL - IRRIGATION DISTRIBUTION	$ [redacted]
TOTAL - SECTION III	$ [redacted]
COST PER LINEAR FOOT (3,112 LF)	$ [redacted]
TOTAL	$ [redacted]

SECTION V: WRAP INSURANCE

WRAP INSURANCE - .292%	$ (3,536.67)
TOTAL - SECTION V	$ (3,536.67)
GRAND TOTAL SECTIONS I, II, III, IV & V	$ [redacted]
COST PER LINEAR FOOT (3,112 LF)	$ [redacted]

OWNER:
RP FENNEY, LLC., a Florida Limited Liability Company

By: _____
Dean Barberree, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, District Irrigation Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water, Lift Station and Forcemains, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

FENNEY WAY, PHASE II

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated September 14, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Fenney Way, Phase II

You are notified that the Contract Time under the above contract will commence to run on **September 14, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase II** **(Includes Plan Revisions thru #3 – Dated: 9/6/2016)**	**December 1, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: September 14, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: September 14, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 14 day of September in the year 2016 by and between RP Fenney, LLC, a Florida Limited Liability Company (hereinafter called OWNER) and Rainey Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of .52 Miles of road and 24.10 Acres. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, District Irrigation Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water, COW Lift Station & Forcemains, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase II** **(Includes thru Revision #3 – Dated: 9/6/2016)**	**December 1, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase II AKA- The Village of Fenney – Fenney Way, Phase II – (Includes Plan Revision #3 – Dated: 9/6/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **September 14, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 14th day of September, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Fenney Way Phase II - Roadway

RP FENNEY, LLC.

DRAINAGE

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" S.D. (HDPE)		L.F.		
2	24" S.D. (HDPE)		L.F.		
3	Type P-6M Inlet (0'-6')		EA.		
4	Type P-6M Inlet (6'-8')		EA.		
5	Type P-6M Inlet Top Only		EA.		
6	Storm Manhole w/P Bottom (6'-8')		EA.		
7	Storm Manhole w/P Bottom (12'-14')		EA.		
8	Type Modified V Inlet w/P Bottom (0'-6')		EA.		
9	Dewatering/Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		S.Y.		
2	12" Stabilized Subgrade		S.Y.		
3	8" Limerock Base		S.Y.		
4	2" SP-9.5 Asphalt (Two Lifts)		S.Y.		
5	Prime Coat		S.Y.		
6	Modified Type F Curb		L.F.		
7	Miami Curb - ADA Handwork		LF		
8	Transition Curb		L.F.		
9	4" 3000 PSI Concrete Sidewalk		S.Y.		
10	Handicap Ramps		EA.		
11	6" 3000 PSI Concrete Driveways		S.Y.		
12	12" Ribbon Curb - Crosswalk		L.F.		
13	Sign #7 STOP Sign (30")		EA.		
14	Sign #11 STOP w/Street Sign (30")		EA.		
15	Pedestrian Sign		EA.		
16	Pedestrian w/Arrow Sign		EA.		
17	4" White Solid Stripe (Thermo)		L.F.		
18	4" Double yellow Solid Stripe (Thermo)		L.F.		
19	White Bicycle/Cart Diamonds (Thermo)		EA.		
20	Retro Reflective Pavement Markers		EA.		
21	24" White STOP Bar (Thermo)		L.F.		
				TOTAL	

PEDESTRIAN TRAILS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Compacted Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/2" SP-9.5 Asphalt (Two Lifts)		S.Y.		
4	Prime Coat		S.Y.		
5	Edge Curb		L.F.		
6	4" 3000 PSI Concrete Turnouts		S.Y.		
7	Bollards		EA.		
				TOTAL	

ROADWAY SLEEVES

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - CenturyLink		L.F.		
2	4" Roadway Sleeves - Clearlink		L.F.		
3	4" Roadway Sleeves - Villages Fiber		L.F.		
4	Bank of 2 - (1) 4" Clearlink, (1) 4" Villages Fiber		L.F.		
5	Clearlink/Villages Fiber Trench		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES
Fenney Way Phase II - Roadway
RP FENNEY, LLC.

DISTRICT IRRIGATION SLEEVES

SECTION II - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Irrigation Sleeve - (1) 4"		L.F.		
2	Bank of 4 Irrigation - (1) 6", (2) 4", (1) 2"		L.F.		
				TOTAL	

SECO DUCT BANK & PULL BOXES

SECTION II - DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bank of 3 SECO - (3) 4"		L.F.		
2	Bank of 3 SECO - (3) 2"		L.F.		
3	Bank of 6 SECO - (6) 4"		L.F.		
4	SECO Pull Box		EA.		
				TOTAL	

CITY OF WILDWOOD - SANITARY SEWER - (District)

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (8'-10' Deep)	1	EA.	$ 2,700.00	$ 2,700.00
2	Sanitary Sewer Manhole (10'-12' Deep)	2	EA.	$ 2,975.00	$ 5,950.00
3	Sanitary Sewer Mnahole (12'-14' Deep)	2	EA.	$ 3,245.00	$ 6,490.00
4	Sanitary Sewer Mnahole (14'-16' Deep) (32" R&C)	3	EA.	$ 4,865.00	$ 14,595.00
5	Sanitary Sewer Manhole (18'-20' Deep) (32" R&C)	5	EA.	$ 5,870.00	$ 29,350.00
6	Sanitary Sewer Drop Manhole (16'-18' Deep) (32" R&C)	1	EA.	$ 6,209.00	$ 6,209.00
7	Sanitary Sewer Drop Manhole (18'-20' Deep) (32" R&C)	1	EA.	$ 6,734.00	$ 6,734.00
8	8" PVC Gravity Main (SDR 35)	260	L.F.	$ 19.54	$ 5,080.40
9	12" PVC Gravity Main (SDR 26)	436	L.F.	$ 32.72	$ 14,265.92
10	10" PVC Gravity Main (SDR 26)	111	L.F.	$ 29.83	$ 3,311.13
11	8" PVC Gravity Main (SDR 26)	1,796	L.F.	$ 26.37	$ 47,360.52
12	8" x 6" PVC Wye (SDR 35)	2	EA.	$ 64.00	$ 128.00
13	8" x 6" PVC Wye (SDR 26)	7	EA.	$ 80.50	$ 563.50
14	8" x 4" PVC Wye (SDR 26)	5	EA.	$ 69.00	$ 345.00
15	6" x 45 PVC Bend (SDR 35)	2	EA.	$ 39.95	$ 79.90
16	6" x 45 PVC Bend (SDR 26)	7	EA.	$ 44.05	$ 308.35
17	4" x 45 PVC Bend (SDR 26)	5	EA.	$ 36.00	$ 180.00
18	Single Service Assembly (Villa)	5	EA.	$ 157.00	$ 785.00
19	Single Service Assembly (Unit)	1	EA.	$ 182.00	$ 182.00
20	Double Service Assembly	8	EA.	$ 217.50	$ 1,740.00
21	4" PVC Service Line	175	L.F.	$ 11.88	$ 2,079.00
22	6" PVC Service Line	405	L.F.	$ 12.86	$ 5,208.30
23	Dewatering/Sock Pipe	0	L.F.	$ 12.00	$ -
				TOTAL	$ 153,645.02

CITY OF WILDWOOD - POTABLE WATER - (District)

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" PVC Water Main (DR 25)	42	L.F.	$ 9.67	$ 406.14
2	8" PVC Water Main (DR 25)	1,060	L.F.	$ 12.54	$ 13,292.40
3	6" Bell Restraints	1	EA.	$ 60.00	$ 60.00
4	8" Bell Restraints	27	EA.	$ 92.00	$ 2,484.00
5	6" Gate Valve and Box	1	EA.	$ 861.00	$ 861.00
6	8" Gate Valve and Box	6	EA.	$ 1,190.00	$ 7,140.00
7	8" x 90 MJDI Bend	3	EA.	$ 373.00	$ 1,119.00
8	8" x 8" x 6" MJDI Tee	1	EA.	$ 460.00	$ 460.00
9	8" x 8" x 8" MJDI Tee	2	EA.	$ 498.00	$ 996.00
10	6" MJDI Cap	1	EA.	$ 182.00	$ 182.00
11	8" MJDI Cap	5	EA.	$ 223.00	$ 1,115.00
12	1" Service Line	155	L.F.	$ 5.51	$ 854.05
13	Meter Box Assembly, Single	2	EA.	$ 375.00	$ 750.00
				TOTAL	$ 29,719.59

SCHEDULE OF UNIT PRICES

Fenney Way Phase II - Roadway

RP FENNEY, LLC.

CITY OF WILDWOOD - SANITARY LIFT STATION & FORCE MAINS - (District)

SECTION III - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" PVC Force Main (DR 25)	67	L.F.	$ 9.76	$ 653.92
2	12" PVC Force Main (DR 25)	226	L.F.	$ 22.34	$ 5,048.84
3	12" Bell Joint Restraints	4	EA.	$ 163.00	$ 652.00
4	6" x 45 MJDI Bend Epoxy Lined	4	EA.	$ 408.00	$ 1,632.00
5	12" x 45 MJDI Bend Epoxy Lined	4	EA.	$ 866.00	$ 3,464.00
6	12" x 6" MJDI Reducer Epoxy Lined	1	EA.	$ 698.00	$ 698.00
7	6" MJDI Cap	1	EA.	$ 182.00	$ 182.00
8	12" MJDI Cap	1	EA.	$ 341.00	$ 341.00
9	Lift Station #1 - Complete	1	L.S.	$ 507,935.00	$ 507,935.00
				TOTAL	$ 520,606.76

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" PVC Irrigation Main (SDR 21)		L.F.		
2	4" PVC Irrigation Main (DR 25)		L.F.		
3	6" PVC Irrigation Main (DR 25)		L.F.		
4	8" PVC Irrigation Main (DR 25)		L.F.		
5	10" PVC Irrigation Main (DR 25)		L.F.		
6	12" PVC Irrigation Main (DR 25)		L.F.		
7	10" PVC Storm Water Force Main (DR 25)		L.F.		
8	12" PVC Storm Water Force Main (DR 25)		L.F.		
9	10" Bell Joint Restraint		EA.		
10	2" Gate Valve and Box		EA.		
11	4" Gate Valve and Box		EA.		
12	6" Gate Valve and Box		EA.		
13	8" Gate Valve and Box		EA.		
14	10" Gate Valve and Box		EA.		
15	10" x 45 MJDI Bend		EA.		
16	10" x 90 MJDI Bend		EA.		
17	12" x 45 MJDI Bend		EA.		
18	12" x 90 MJDI Bend		EA.		
19	8" x 8" x 4" MJDI Tee		EA.		
20	10" x 10" x 6" MJDI Tee		EA.		
21	12" x 12" x 12" MJDI Tee		EA.		
22	12" x 8" MJDI Reducer		EA.		
23	12" x 10" MJDI Reducer		EA.		
24	8" x 2" Double Strap Saddle		EA.		
25	2" PVC Cap		EA.		
26	4" MJDI Cap		EA.		
27	6" MJDI Cap		EA.		
28	8" MJDI Cap		EA.		
29	12" MJDI Cap		EA.		
30	1.5" Service Line		L.F.		
31	Meter Box Assembly, (1.5" Irrigation)		EA.		
32	3" POC		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V: DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Wrap Insurance - .292%	$1,615,478		-0.00292	$ (4,717.20)
				TOTAL	$ (4,717.20)

SCHEDULE OF UNIT PRICES
Fenney Way Phase II - Roadway

RP FENNEY, LLC.
SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - PEDESTRIAN TRAILS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (1.207%)	$	19,065.00
GEOTECHNICAL TESTING - (1.106%)	$	17,470.00
TOTAL - SECTION I	$	[redacted]
COST PER LINEAR FOOT (2,760 LF)	$	[redacted]
SECTION II - IRRIGATION & SECO		
TOTAL - DISTRICT IRRIGATION	$	[redacted]
TOTAL - SECO DUCT BANK & PULLBOXES	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LINEAR FOOT (2,760 LF)	$	[redacted]
SECTION III: CITY OF WILDWOOD		
CITY OF WILDWOOD - SANITARY SEWER - (District)	$	153,645.02
CITY OF WILDWOOD - POTABLE WATER - (District)	$	29,719.59
CITY OF WILDWOOD - SANITARY LIFT STATION & FORCE MAINS - (District)	$	520,606.76
TOTAL - SECTION III	$	**703,971.37**
COST PER LINEAR FOOT (2,760 LF)	$	**255.06**
SECTION IV: FWCA		
TOTAL - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION III	$	[redacted]
COST PER LINEAR FOOT (2,760 LF)	$	[redacted]
TOTAL	$	[redacted]
SECTION V: WRAP INSURANCE		
WRAP INSURANCE - .292%	$	(4,717.20)
TOTAL - SECTION V	$	(4,717.20)
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LINEAR FOOT (2,760 LF)	$	[redacted]

OWNER:
RP FENNEY, LLC., a Florida Limited Liability Company

By: _____
Dean Barberree, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water, Lift Station and Forcemains, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

FENNEY WAY, PHASE III

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated December 13, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Fenney Way, Phase III

You are notified that the Contract Time under the above contract will commence to run on **December 13, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase III** **(Includes Plan Revisions thru #3 – Dated: 12/8/2016)**	**March 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jeffrey Reader

Its: ~~President~~ Vice President

Date: December 13, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: December 13, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **13th** day of **December** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of 1,959 L.F. of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, District Irrigation Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water, COW Lift Station & Forcemains, FWCA Irrigation Distribution, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase III** **(Includes thru Revision #3 – Dated: 12/8/2016)**	**March 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100**% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA- The Village of Fenney – Fenney Way, Phase III – (Includes Plan Revision #3 – Dated: 12/8/2016).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **December 13, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ JEFFREY READER

Its: ~~President~~ VICE PRESIDENT

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 13th day of December, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: ~~Dean Barberree~~ Jeffrey Reader

Its: ~~President~~ Vice President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES
FENNEY WAY PHASE 3

RP FENNEY, LLC.

DRAINAGE

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" S.D. (HDPE)		L.F.		
2	18" S.D. (HDPE)		L.F.		
3	24" S.D. (HDPE)		L.F.		
4	30" S.D. (HDPE)		L.F.		
5	Type P-6M Inlet (0'-6')		EA.		
6	Type P-6M Inlet (6'-8')		EA.		
7	Type J-6M Inlet (6'-8') (5' ID)		EA.		
8	Type 6M Inlet, Top only		EA.		
9	Storm Manhole w/P Bottom (0'-6')		EA.		
10	Dewatering/Sock Pipe		L.F.		
				TOTAL	

ROADS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Finish Grading		S.Y.		
2	12" Stabilized Subgrade		S.Y.		
3	8" Limerock Base		S.Y.		
4	2" SP-9.5 Asphalt (Two Lifts)		S.Y.		
5	2" SP-9.5 Asphalt (Single Lift)		S.Y.		
6	Prime Coat		S.Y.		
7	Modified Type F Curb		L.F.		
8	Miami Curb - Handwork		L.F.		
9	Miami Curb - ADA Handwork		LF		
10	Transition Curb		L.F.		
11	Type D Curb		L.F.		
12	6" 3000 PSI Concrete Driveways		S.Y.		
13	Sign #11 STOP w/Street Sign (30")		EA.		
14	Speed Limit Sign		EA.		
15	Sign #32 Carts Merge Ahead Sign		EA.		
16	Sign #33 Carts Merge Sign		EA.		
17	4" White Solid Stripe (Thermo)		L.F.		
18	4" Double yellow Solid Stripe (Thermo)		L.F.		
19	White Bicycle/Cart Diamonds (Thermo)		EA.		
20	Directional Arrows (Thermo)		EA.		
21	12" White Solid Line (Thermo)		L.F.		
22	18" Yellow Solid Line (Thermo)		L.F.		
23	Retro Reflective Pavement Markers		EA.		
24	24" White STOP Bar (Thermo)		L.F.		
				TOTAL	

PEDESTRIAN TRAILS

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Compacted Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/2" SP-9.5 Asphalt (Two Lifts)		S.Y.		
4	Prime Coat		S.Y.		
5	Edge Curb		L.F.		
6	4" 3000 PSI Concrete Turnouts		S.Y.		
7	Bollards		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES
FENNEY WAY PHASE 3

RP FENNEY, LLC.

ROADWAY SLEEVES

SECTION I - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Roadway Sleeves - CenturyLink		L.F.		
2	4" Roadway Sleeves - Clearlink		L.F.		
3	4" Roadway Sleeves - Villages Fiber		L.F.		
4	Bank of 2 - (1) 4" Clearlink, (1) 4" Villages Fiber		L.F.		
5	Clearlink/Villages Fiber Trench		L.F.		
				TOTAL	

SECO DUCT BANK & PULL BOXES

SECTION II - DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	SECO Roadway Sleeves - 2"		L.F.		
2	SECO Roadway Sleeves - 4"		L.F.		
3	SECO Roadway Sleeves - Bank of 2		L.F.		
4	SECO Roadway Sleeves - Bank of 3		L.F.		
5	SECO Roadway Sleeves - Bank of 4		L.F.		
6	SECO Roadway Sleeves - Bank of 6		L.F.		
7	SECO Roadway Sleeves - Bank of 12		L.F.		
8	SECO Pull Box		EA.		
				TOTAL	

DISTRICT - CITY OF WILDWOOD - SANITARY SEWER

SECTION III - DISTRICT - C.O.W.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6' Deep)	5	EA.	$ 2,155.00	$ 10,775.00
2	Sanitary Sewer Manhole (12'-14' Deep)	1	EA.	$ 3,245.00	$ 3,245.00
3	8" PVC Gravity Main (SDR35)	1,006	L.F.	$ 19.54	$ 19,657.24
4	8" PVC Gravity Main (SDR26)	314	L.F.	$ 26.37	$ 8,280.18
5	8" x 6" PVC Wye (SDR35)	6	EA.	$ 64.00	$ 384.00
6	8" x 6" PVC Wye (SDR26)	5	EA.	$ 80.50	$ 402.50
7	6" x 45 PVC Bend (SDR35)	6	EA.	$ 39.95	$ 239.70
8	6" x 45 PVC Bend (SDR26)	5	EA.	$ 44.05	$ 220.25
9	Single Service Assembly (Unit)	2	EA.	$ 182.00	$ 364.00
10	Double Service Assembly	9	EA.	$ 217.50	$ 1,957.50
11	6" PVC Service Line	495	L.F.	$ 12.86	$ 6,365.70
12	Dewatering/Sock Pipe		L.F.	$ 12.00	$ -
				TOTAL	$ 51,891.07

DISTRICT - CITY OF WILDWOOD - SEWER LIFT STATION & FORCE MAINS

SECTION III - DISTRICT - C.O.W.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" PVC Force Main (DR 25)	1,952	L.F.	$ 9.76	$ 19,051.52
2	6" Bell Joint Restraints	9	EA.	$ 163.00	$ 1,467.00
3	6" Gate Valve and Box	2	EA.	$ 861.00	$ 1,722.00
4	6" MJDI cap	1	EA.	$ 182.00	$ 182.00
5	Air Release Valve Assembly (Below Ground)	2	EA.	$ 4,885.00	$ 9,770.00
				TOTAL	$ 32,192.52

SCHEDULE OF UNIT PRICES
FENNEY WAY PHASE 3

RP FENNEY, LLC.

DISTRICT - CITY OF WILDWOOD - POTABLE WATER

SECTION III - DISTRICT - C.O.W.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" PVC Water Main (DR25)	659	L.F.	$ 12.54	$ 8,263.86
2	8" Bell Restraints	13	EA.	$ 92.00	$ 1,196.00
3	2" Gate Valve and Box	1	EA.	$ 485.00	$ 485.00
4	8" Gate Valve and Box	4	EA.	$ 1,190.00	$ 4,760.00
5	8" x 90 MJDI Bend	3	EA.	$ 373.00	$ 1,119.00
6	8" x 8" x 8" MJDI Tee	1	EA.	$ 498.00	$ 498.00
7	2" x 1" Reducer & Cap	1	EA.	$ 25.00	$ 25.00
8	8" x 2" MJDI Tapped Plug	1	EA.	$ 178.00	$ 178.00
9	8" MJDI Cap	4	EA.	$ 223.00	$ 892.00
10	2" Service Line	655	L.F.	$ 7.86	$ 5,148.30
11	2" Meter Box Assembly	2	EA.	$ 1,790.00	$ 3,580.00
12	Fire Hydrant Assembly	1	EA.	$ 2,829.00	$ 2,829.00
13	8" x 6" Fire Hydrant Tee	1	EA.	$ 519.00	$ 519.00
14	Air Release Valve Assembly (Below Ground)	2	EA.	$ 4,390.00	$ 8,780.00
				TOTAL	**$ 38,273.16**

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC Irrigation Main (DR25)		L.F.		
2	6" PVC Irrigation Main (DR25)		L.F.		
3	8" PVC Irrigation Main (DR25)		L.F.		
4	10" PVC Irrigation Main (DR25)		L.F.		
5	12" PVC Irrigation Main (DR25)		L.F.		
6	4" Gate Valve and Box		EA.		
7	6" Gate Valve and Box		EA.		
8	10" Gate Valve and Box		EA.		
9	12" Butterfly Valve and Box		EA.		
10	10" x 10" x 4" MJDI Tee		EA.		
11	10" x 10" x 6" MJDI Tee		EA.		
12	12" x 12" x 12" MJDI Tee		EA.		
13	10" x 8" MJDI Reducer		EA.		
14	12" x 10" MJDI Reducer		EA.		
15	10" MJDI Cap		EA.		
16	1" Service Line		L.F.		
17	1.5" Service Line		L.F.		
18	Meter Box Assembly, Single		EA.		
19	Meter Box Assemlby, 3/4" Irrigation		EA.		
20	Meter Box Assembly, 1.5" Irrigation		EA.		
21	3" POC		EA.		
22	Air Release Valve Assembly (Below Ground)		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V: DEVELOPER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Wrap Insurance - .292%	$ 732,715	LS	-0.00292	$ (2,139.53)
				TOTAL	**$ (2,139.53)**

SCHEDULE OF UNIT PRICES
FENNEY WAY PHASE 3

RP FENNEY, LLC.
SUMMARY

SECTION I - DISTRICT:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - PEDESTRIAN TRAILS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	12,865.00
GEOTECHNICAL TESTING	$	11,265.00
TOTAL - SECTION I	$	[redacted]
COST PER LINEAR FOOT (1,959 LF)	$	[redacted]
SECTION II - SECO DUCT BANKS & PULLBOXES - DEVELOPER		
TOTAL - SECO DUCT BANK & PULLBOXES	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LINEAR FOOT (1,959 LF)	$	[redacted]
SECTION III: DISTRICT - CITY OF WILDWOOD UTILITIES		
TOTAL - SANITARY SEWER	$	51,891.07
TOTAL - SEWER LIFT STATION & FORCE MAINS	$	32,192.52
TOTAL - POTABLE WATER DISTRIBUTION	$	38,273.16
TOTAL - SECTION III	$	[redacted]
COST PER LINEAR FOOT (1,959 LF)	$	62.46
SECTION IV: FWCA		
TOTAL - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LINEAR FOOT (1,959 LF)	$	[redacted]
TOTAL	$	[redacted]
SECTION V: WRAP INSURANCE		
WRAP INSURANCE - .00292%	$	(2,139.53)
TOTAL - SECTION V	$	[redacted]
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LINEAR FOOT (1,959 LF)	$	[redacted]

OWNER:
RP FENNEY, LLC., a Florida Limited Liability Company

By: _____
~~Brian Barberree, President~~
Jeffrey Reuber, Vice President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water, Lift Station and Forcemains, Construction Staking & Geotechnical Testing.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

FENNEY WAY, PHASE IV

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated April 17, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Fenney Way, Phase IV

You are notified that the Contract Time under the above contract will commence to run on **April 17, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase IV** **(Includes Plan Revisions thru #3)**	**August 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: April 17, 2017

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: April 17, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **17th** day of **April** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of 1,959 L.F. of roadway. Construction elements include, but are not limited to; Drainage, Roads, Pedestrian Trails, Roadway Sleeves, District Irrigation Sleeves, Seco Duct Banks & Pull Boxes, COW Sanitary Distribution, COW Potable Water, COW Lift Station & Forcemains, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Fenney Way, Phase IV** **(Includes thru Revision #3)**	**August 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance

or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA- The Village of Fenney – Fenney Way, Phase IV – (Includes Plan Revision #3).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **April 17, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this **17th** day of **April, 2017**

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES
Fenney Way Ph-4 (Rev #3)

RP FENNEY, LLC.

DRAINAGE

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		LF		
2	12" S.D. (HDPE)		LF		
3	15" S.D. (HDPE)		LF		
4	18" S.D. (HDPE)		LF		
5	24" S.D. (HDPE)		LF		
6	30" S.D. (HDPE)		LF		
7	36" S.D. (HDPE)		LF		
8	Type P-6M Inlet (0'-6')		EA		
9	Type P-6M Inlet (6'-8')		EA		
10	Type J-6M Inlet (0'-6') (5' ID)		EA		
11	Type J-6M Inlet (8'-10') (5' ID)		EA		
12	Type J-6M Inlet (10'-12') (5' ID)		EA		
13	Type 6M Inlet, Top Only		EA		
14	Storm Manhole w/ P Bottom (6'-8')		EA		
15	Storm Manhole w/ P Bottom (8'-10')		EA		
16	Storm Manhole w/ J Bottom (8'-10') (5' ID)		EA		
17	Modified Type V Inlet w/ P Bottom (0' - 6')		EA		
18	Modified Type V Inlet w/ J Bottom (8'-10') (6' ID)		EA		
19	12" x 45 H.D.P.E. Bend		EA		
20	Type P-9 Inlet (6' - 8')		EA		
21	12" x 12" x 8" H.D.P.E. Tee		EA		
22	12" H.D.P.E. Cap		EA		
23	12" NDS Yard Drain		EA		
24	Dewatering / Sock Pipe		LF		
25	Connect to Existing Structure		EA		
				TOTAL	

ROADS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		SY		
2	8" Limerock Base		SY		
3	2" SP-9.5 Asphalt (One Lift)		SY		
4	Prime Coat		SY		
5	Modified Type F Curb		LF		
6	ADA - Miami Curb		LF		
7	Transition Curb		LF		
8	Sign #11 STOP w/Street		EA		
9	Sign #7 STOP		EA		
10	Speed Limit Sign		EA		
11	Sign #32 Carts Merge Ahead		EA		
12	Sign #33 Carts Merge Sign		EA		
13	4" White Solid Stripe (Thermo)		LF		
14	4" Double Yellow Solid Stripe (Thermo)		LF		
15	White Bicycle/Cart Diamonds (Thermo)		EA		
16	Directional Arrows (Thermo)		EA		
17	8" Solid White Stripe (Thermo)		LF		
18	12" White Solid Stripe (Thermo)		LF		
19	18" Yellow Solid Stripe (Thermo)		LF		
20	18" White Solid Stripe (Thermo)		LF		
21	Retro-Reflective Pavement Markers		EA		
22	24" White Stop Bar (Thermo)		LF		
23	Finish Grading		SY		
				TOTAL	

SCHEDULE OF UNIT PRICES
Fenney Way Ph-4 (Rev #3)

RP FENNEY, LLC.

RECREATION TRAILS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Compacted Subgrade		SY		
2	6" Limerock Base		SY		
3	1-1/2" SP-9.5 Asphalt (Two Lifts)		SY		
4	Prime Coat		SY		
5	Edge Curb		LF		
6	4" 3000 PSI Concrete Turnout		SY		
7	Bollards		EA		
				TOTAL	

UTILITY ROADWAY SLEEVES

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - (1) 2" CenturyLink		LF		
2	Clearlink/Villages Fiber Trench		LF		
				TOTAL	

SECO DUCT BANK & PULL BOXES

SECTION II - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Roadway Sleeves - (1) 2" SECO		LF		
2	Roadway Sleeves - (3) 2" SECO		LF		
3	Roadway Sleeves - (3) 4" SECO		LF		
4	SECO Pull Box		EA		
				TOTAL	

SANITARY SEWER - CITY OF WILDWOOD

SECTION III - COW - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (0'-6')	1	EA	$ 2,155.00	$ 2,155.00
2	Sanitary Sewer Manhole (6'-8')	3	EA	$ 2,415.00	$ 7,245.00
3	Sanitary Sewer Manhole (8'-10')	1	EA	$ 2,700.00	$ 2,700.00
4	Sanitary Sewer Manhole (10'-12')	3	EA	$ 2,975.00	$ 8,925.00
5	Sanitary Sewer Manhole (12'-14')	3	EA	$ 4,100.00	$ 12,300.00
6	Sanitary Sewer Manhole (14'-16')	1	EA	$ 4,865.00	$ 4,865.00
7	Sanitary sewer Manhole (16'-18')	1	EA	$ 5,335.00	$ 5,335.00
8	Sanitary Sewer Manhole (18'-20')	1	EA	$ 5,870.00	$ 5,870.00
9	Sanitary Sewer Drop Manhole (18'-20')	1	EA	$ 6,734.00	$ 6,734.00
10	8" P.V.C. Gravity Main (SDR 35)	1,429	LF	$ 19.54	$ 27,922.66
11	8" P.V.C. Gravity Main (SDR 26)	1,564	LF	$ 26.37	$ 41,242.68
12	8" x 4" P.V.C. Wye (SDR 35)	2	EA	$ 53.75	$ 107.50
13	8" x 6" P.V.C. Wye (SDR 35)	4	EA	$ 64.00	$ 256.00
14	8" x 6" P.V.C. Wye (SDR 26)	8	EA	$ 80.50	$ 644.00
15	4" x 45 P.V.C. Bend (SDR 35)	2	EA	$ 30.00	$ 60.00
16	6" x 45 P.V.C. Bend (SDR 35)	4	EA	$ 34.95	$ 139.80
17	6" x 45 P.V.C. Bend (SDR 26)	8	EA	$ 44.05	$ 352.40
18	Single Service Assembly (Villa)	2	EA	$ 157.00	$ 314.00
19	Single Service Assembly (Unit)	2	EA	$ 182.00	$ 364.00
20	Double Service Assembly	10	EA	$ 217.50	$ 2,175.00
21	6" Clean-Out Assembly	1	EA	$ 225.00	$ 225.00
22	4" P.V.C. Service Line	50	LF	$ 11.88	$ 594.00
23	6" P.V.C. Service Line	641	LF	$ 12.86	$ 8,243.26
24	Dewatering / Sock Pipe	0	LF	$ 12.00	$ -
				TOTAL	$ 138,769.30

SCHEDULE OF UNIT PRICES

Fenney Way Ph-4 (Rev #3)

RP FENNEY, LLC.

LIFT STATION & FORCE MAINS

SECTION III - COW - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Force Main (DR 25)	1,309	LF	$ 7.47	$ 9,778.23
2	4" Bell Joint Restraint	7	EA	$ 54.00	$ 378.00
3	4" Gate Valve and Box	1	EA	$ 734.00	$ 734.00
4	4" x 45 MJ DI Bend, Epoxy	4	EA	$ 312.00	$ 1,248.00
5	Lift Station Complete (LS #6)	1	LS	$220,760.00	$220,760.00
				TOTAL	$ 232,898.23

WATER DISTRIBUTION - CITY OF WILDWOOD

SECTION III - COW - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" P.V.C. Water Main (DR 25)	83	LF	$ 9.67	$ 802.61
2	8" P.V.C. Water Main (DR 25)	1,176	LF	$ 12.54	$ 14,747.04
3	12" P.V.C. Water Main (DR 18)	509	LF	$ 26.05	$ 13,259.45
4	6" Bell Joint Restraint	2	EA	$ 60.00	$ 120.00
5	8" Bell Joint Restraint	23	EA	$ 92.00	$ 2,116.00
6	12" Bell Joint Restraint	11	EA	$ 163.00	$ 1,793.00
7	6" Gate Valve and Box	2	EA	$ 861.00	$ 1,722.00
8	8" Gate Valve and Box	9	EA	$ 1,190.00	$ 10,710.00
9	12" Gate Valve and Box	1	EA	$ 2,109.00	$ 2,109.00
10	8" x 22.5 MJ DI Bend	2	EA	$ 352.00	$ 704.00
11	8" x 90 MJ DI Bend	3	EA	$ 373.00	$ 1,119.00
12	8" x 8" x 6" MJ DI Tee	2	EA	$ 460.00	$ 920.00
13	8" x 8" x 8" MJ DI Tee	3	EA	$ 498.00	$ 1,494.00
14	12" x 12" x 8" MJ DI Tee	1	EA	$ 729.00	$ 729.00
15	12" x 8" MJ DI Reducer	1	EA	$ 405.00	$ 405.00
16	6" MJ DI Cap	2	EA	$ 182.00	$ 364.00
17	8" MJ DI Cap	8	EA	$ 223.00	$ 1,784.00
18	12" MJ DI Cap	2	EA	$ 341.00	$ 682.00
19	1" Service Line	35	LF	$ 5.51	$ 192.85
20	Meter Box Assembly, Single	1	EA	$ 375.00	$ 375.00
21	2" Blow-Off Assembly	1	EA	$ 872.00	$ 872.00
				TOTAL	$ 57,019.95

SCHEDULE OF UNIT PRICES
Fenney Way Ph-4 (Rev #3)

RP FENNEY, LLC.
SUMMARY

SECTION I - District		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - RECREATION TRAILS	$	[redacted]
TOTAL - UTILITY ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (1.829%)	$	18,336.00
GEOTECHNICAL TESTING - (1.677%)	$	16,810.00
TOTAL - SECTION I	$	[redacted]
COST PER LINEAR FOOT (2,555 LF)	$	[redacted]
SECTION II: - Developer		
TOTAL -SECO DUCT BANKS & PULL BOXES	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LINEAR FOOT (2,555 LF)	$	[redacted]
SECTION III: - COW - District		
TOTAL - SANITARY SEWER	$	138,769.30
TOTAL - LIFT STATIONS & FORCE MAINS	$	232,898.23
TOTAL - POTABLE WATER DISTRIBUTION	$	57,019.95
TOTAL - SECTION III	$	428,687.48
COST PER LINEAR FOOT (2,555 LF)	$	167.78
TOTAL	$	[redacted]
SECTION IV: WRAP INSURANCE		
WRAP INSURANCE - .292%	$	(3,674.05)
TOTAL - SECTION IV	$	(3,674.05)
GRAND TOTAL SECTIONS I, II, III, & IV	$	[redacted]
COST PER LINEAR FOOT (2,555 LF)	$	[redacted]

OWNER:
R.P. FENNEY, LLC, a Florida Limited Liabitility Company

By: _____
Dean Barberree, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

RP FENNEY, LLC

5850 T.G. LEE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32822

CHANGE ORDER

CHANGE ORDER #1

August 17, 2017

PROJECT: Fenney Way, Phase IV

OWNER: RP Fenney, LLC

CONTRACTOR Rainey Construction, Inc.

General Description of Changes:

Change Order due to FBA Plan Revisions.

The following changes are hereby made to the Contract Documents:

SECTION I		**Utility Roadway Sleeves**								
Item #:	1	Roadway Sleeves - (1) 2" CenturyLink	ADD	[redacted]	@	$	[redacted]	=	[redacted]	
Item #:	2	Roadway Sleeves - (1) 4" CenturyLink	ADD	[redacted]	@	$	[redacted]		[redacted]	
									[redacted]	
SECTION I		**Construction Staking**								
		Construction Staking	ADD	1 L.S.	@		$1,750.00	=	$1,750.00	
									[redacted]	
SECTION II		**SECO Duct Bank & Pull Boxes**								
Item #:	1	Roadway Sleeves - (1) 2" SECO	ADD	[redacted]	@	$	[redacted]	=	[redacted]	
Item #:	2	Roadway Sleeves - (1) 4" SECO	ADD	[redacted]	@	$	[redacted]		[redacted]	
Item #:	5	SECO Small Pull Box (Install Only)	ADD	[redacted]	@	$	[redacted]		[redacted]	
									[redacted]	
SECTION III		**Water Distribution - City of Wildwood**								
Item #:	1	4" P.V.C. Water Main (DR 25)	ADD	60	L.F.	@	$ -	=	$0.00	
Item #:	3	8" P.V.C. Water Main (DR 25)	ADD	1,270	L.F.	@	$ 12.54		$15,925.80	
Item #:	5	4" Bell Joint Restraint	ADD	2	EA	@	$ 54.00		$108.00	
Item #:	7	8" Bell Joint Restraint	ADD	10	EA	@	$ 92.00		$920.00	
Item #:	9	4" Gate Valve and Box	ADD	2	EA	@	$ 734.00		$1,468.00	
Item #:	11	8" Gate Valve and Box	ADD	3	EA	@	$ 1,190.00		$3,570.00	
Item #:	13	4" x 22.5 MJDI Bend	ADD	1	EA	@	$ 231.00		$231.00	
Item #:	14	8" x 22.5 MJDI Bend	DEDUCT	(2)	EA	@	$ 352.00		($704.00)	
Item #:	15	8" X 90 MJDI Bend	DEDUCT	(1)	EA	@	$ 373.00		($373.00)	
Item #:	16	8" x 8" x 4" MJDI Tee	ADD	2	EA	@	$ 436.00		$872.00	
Item #:	18	8" x 8" x 8" MJDI Tee	ADD	3	EA	@	$ 498.00		$1,494.00	
Item #:	21	4" MJDI Cap	ADD	2	EA	@	$ 127.00		$254.00	
									[redacted]	

SECTION IV

Item #:	1	Wrap Insurance	ADD	$29,613.30	@	-0.00292	=	($86.47)

SECTION IV - TOTAL: = ($86.47)

CHANGE ORDER TOTAL: = [redacted]

CHANGE TO CONTRACT PRICE:

Original Contract Price: [redacted]
Current Contract Price, as adjusted by previous Change Orders: [redacted]
Due to this Change Order, the Contract Price will be increased by: [redacted]
Due to this Change Order, the New Contract Price will be: [redacted]

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

MDS: Tom McDonough, Vice-President — Date 8.17.17

FBA: Farner Barley & Associates — Date: 8-18-17

RP Fenney, LLC: Dean Barberree, President — Date 8/21/17

Rainey Construction: Ike Rainey, President — Date 8/17/17

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage – Storm Water Forcemain, Undergrounding of Electric Systems, Seco Duct Banks & Pull Boxes, Lift Stations & Force Mains – C.O.W. and Potable Water Distribution – C.O.W., FWCA – Irrigation Water Distribution, FWCA – Effluent, Construction Staking & Geotechnical Testing.

WILDWOOD SPRINGS
-AKA-
THE VILLAGE FENNEY

READER PATH & BARBERREE BLVD
UTILITY EXTENSION

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated January 18, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Reader Path & Barberree Blvd Utility Extension –
(Thru Plan Revision #3)

You are notified that the Contract Time under the above contract will commence to run on **August 31, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Reader Path & Barberree Blvd Utility Extension** **(Includes through Plan Revision #3)**	**March 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: January 18, 2017

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: January 18, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **18th** day of **January** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of roadway. Construction elements include, but are not limited to; Drainage – Storm Water Forcemain, Undergrounding of Electric Systems, Seco Duct Banks & Pull Boxes, Lift Stations & Force Mains – C.O.W. and Potable Water Distribution – C.O.W., FWCA – Irrigation Water Distribution, FWCA – Effluent, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Reader Path & Barberree Blvd Utility Extension** **(Includes thru Revision #3)**	**March 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **100%** of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance

or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase I AKA- The Village of Fenney – Reader Path & Barberree Blvd Utility Extension – (Includes thru Plan Revision #3).**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **January 18, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 18th day of January, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

SCHEDULE OF UNIT PRICES

Reader Path & Barberree Blvd Utility Ext. (Thru Plan Rev #3)

RP FENNEY, LLC.

FWCA DRAINAGE - STORM WATER FORCEMAIN

SECTION I - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" P.V.C. Force Main (DR 25)(Purple)		L.F.		
2	12" X 22.5° M.J.D.I. Bend		EA.		
3	12" X 45° M.J.D.I. Bend		EA.		
4	12" x 10" M.J.D.I. Reducer		EA.		
				TOTAL	

UNDERGROUNDING OF ELECTRIC SYSTEMS

SECTION II - DEVELOPER FUNDED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Conduit (CenturyLink)		L.F.		
2	Joint Trench		L.F.		
				TOTAL	

SECO DUCT BANK & PULLBOXES

SECTION II - DEVELOPER FUNDED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bank of 3 (3) 2" Rigid PVC Conduit - (Dig & Place)		L.F.		
				TOTAL	

C.O.W. - LIFT STATION & FORCE MAINS

SECTION III - C.O.W. - DISTRICT

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Force Main (SDR 21)	160	L.F	$6.21	$993.60
2	4" P.V.C. Force Main (DR 25)	1,935	L.F	$7.47	$14,454.45
3	4" Bell Joint Restraint	2	EA.	$54.00	$108.00
4	2" Gate Valve and Box	2	EA.	$485.00	$970.00
5	4" Gate Valve and Box	2	EA.	$734.00	$1,468.00
6	2" x 45 P.V.C. Bend	3	EA.	$27.15	$81.45
7	4" X 22.5° M.J.D.I. Bend, Epoxy	2	EA.	$311.00	$622.00
8	4" X 45° M.J.D.I. Bend, Epoxy	5	EA.	$312.00	$1,560.00
9	2" x 2" x 2" P.V.C. Wye	1	EA.	$36.00	$36.00
10	4" x 4" x 4" M.J.D.I. Wye, Epoxy	2	EA.	$430.00	$860.00
11	4" x 2" M.J.D.I. Tapped Plug, Epoxy	1	EA.	$176.00	$176.00
12	2" P.V.C. Cap	2	EA.	$20.90	$41.80
13	4" M.J.D.I. Cap	2	EA.	$127.00	$254.00
14	Air Release Valve Assembly (Below Ground)	2	EA.	$4,885.00	$9,770.00
				TOTAL	$31,395.30

C.O.W. - WATER DISTRIBUTION - POTABLE

SECTION III - C.O.W. - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" P.V.C. Water Main (DR 25)	75	L.F.	$12.54	$940.50
2	12" P.V.C. Water Main (DR 18)	1,561	L.F.	$26.05	$40,664.05
3	8" Bell Joint Restraint	2	EA.	$92.00	$184.00
4	12" Bell Joint Restraint	28	EA.	$163.00	$4,564.00
5	2" Gate Valve and Box	1	EA.	$485.00	$485.00
6	8" Gate Valve and Box	2	EA.	$1,190.00	$2,380.00
7	12" Gate Valve and Box	4	EA.	$2,109.00	$8,436.00
8	12" X 22.5° M.J.D.I. Bend	1	EA.	$581.00	$581.00
9	12" X 90° M.J.D.I. Bend	1	EA.	$638.00	$638.00
10	12" x 12" x 8" M.J.D.I. Tee	2	EA.	$729.00	$1,458.00
11	8" M.J.D.I. Cap	2	EA.	$223.00	$446.00
12	12" M.J.D.I. Cap	1	EA.	$341.00	$341.00
13	2" Service Line	168	L.F.	$7.86	$1,320.48
14	2" Meter Box Assembly w/ RPZ	1	EA.	$1,790.00	$1,790.00
15	Air Release Valve Assembly (Below Ground)	2	EA.	$4,390.00	$8,780.00
16	12" x 12" Wet Tap	1	EA.	$6,232.00	$6,232.00
				TOTAL	$79,240.03

SCHEDULE OF UNIT PRICES

Reader Path & Barberree Blvd Utility Ext. (Thru Plan Rev #3)

RP FENNEY, LLC.

FWCA - WATER DISTRIBUTION - IRRIGATION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" P.V.C. Irrigation Main (DR 25)		L.F.		
2	8" P.V.C. Irrigation Main (DR 25)		L.F.		
3	10" P.V.C. Irrigation Main (DR 25)		L.F.		
4	6" Gate Valve and Box		EA.		
5	8" Gate Valve and Box		EA.		
6	8" X 90° M.J.D.I. Bend		EA.		
7	10" X 22.5° M.J.D.I. Bend		EA.		
8	10" X 45° M.J.D.I. Bend		EA.		
9	8" x 8" x 8" M.J.D.I. Tee		EA.		
10	10" x 10" x 6" M.J.D.I. Tee		EA.		
11	10" x 8" M.J.D.I. Reducer		EA.		
12	6" M.J.D.I. Cap		EA.		
13	8" M.J.D.I. Cap		EA.		
14	Air Release Valve Assembly (Below Ground)		EA.		
				TOTAL	

EFFLUENT

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" P.V.C. Effluent Main (DR 25) (Purple)		LF		
2	8" Gate Valve and Box		EA		
3	8" X 22.5° M.J.D.I. Bend		EA		
4	8" X 90° M.J.D.I. Bend		EA		
5	8" x 8" x 8" M.J.D.I. Tee		EA		
6	8" M.J.D.I. Cap		EA		
				TOTAL	

WRAP INSURANCE

SECTION V: DEVELOPER FUNDED

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Wrap Insurance - .00292%	$ 233,444.30		-0.00292	$ (681.66)
				TOTAL	$ (681.66)

SCHEDULE OF UNIT PRICES

Reader Path & Barberree Blvd Utility Ext. (Thru Plan Rev #3)

RP FENNEY, LLC.

SUMMARY

SECTION I - FWCA:		
TOTAL - DRAINAGE - STORM WATER FORCEMAIN	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	9,500.00
GEOTECHNICAL TESTING	$	2,760.00
TOTAL - SECTION I	$	[redacted]
COST PER LINEAR FOOT (6,336 LF)	$	[redacted]
SECTION II - DEVELOPER:		
TOTAL - UNDERGROUNDING OF ELECTRIC SYSTEMS	$	[redacted]
TOTAL -SECO DUCT BANKS & PULL BOXES	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER LINEAR FOOT (6,336 LF)	$	[redacted]
SECTION III - C.O.W. - DISTRICT:		
TOTAL - LIFT STATIONS & FORCE MAINS - C.O.W.	$	31,395.30
TOTAL -POTABLE WATER DISTRIBUTION - C.O.W.	$	79,240.03
TOTAL - SECTION III	$	110,635.33
COST PER LINEAR FOOT (6,336 LF)	$	17.46
SECTION IV - FWCA:		
TOTAL - FWCA - IRRIGATION WATER DISTRIBUTION	$	[redacted]
TOTAL - FWCA - EFFLUENT	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER LINEAR FOOT (6,336 LF)	$	[redacted]
TOTAL	$	[redacted]
SECTION V: WRAP INSURANCE		
WRAP INSURANCE - .00292%	$	(681.66)
TOTAL - SECTION V	$	(681.66)
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LINEAR FOOT (6,336 LF)	$	[redacted]

OWNER:
RP FENNEY, L.L.C., a Florida Limited Liability Company

By: _____
Dean Barberree, President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the mass grading and construction of the associated stormwater retention facilities, underground water, wastewater & non-potable water distribution systems. Construction elements include, but are not limited to, earth moving, conduit system, membrane-lined lakes, sod, seed, seed & mulch, clearing & grubbing, potable water distribution system, irrigation water distribution system, sanitary sewer collection system, and storm water collection system.

WILDWOOD SPRINGS, PHASE II
AKA – THE VILLAGE OF FENNEY
CONSTRUCTION MASS GRADING PLANS

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated November 28, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase II - AKA - (The Village of Fenney)**
Construction Mass Grading Plans

You are notified that the Contract Time under the above contract will commence to run on **November 28, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase II **AKA – The Village of Fenney** **Construction Mass Grading Plans** **(Includes thru Revision #4 – Dated: 10-10-2016)**	**March 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: November 28, 2016

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: November 28, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **28th** day of **November** in the year **2016** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the mass grading and construction of the associated stormwater retention facilities, underground water, wastewater & non-potable water distribution systems. Construction elements include, but are not limited to, earth moving, conduit system, membrane-lined lakes, sod, seed, seed & mulch, clearing & grubbing, potable water distribution system, irrigation water distribution system, sanitary sewer collection system, and storm water collection system.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase II **AKA – The Village of Fenney** **Construction Mass Grading Plans** **(Includes thru Plan Revision #4 – Dated: 10-10-2016)**	**March 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional

supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase II AKA- The Village of Fenney - Construction Mass Grading Plans – Includes thru Plan Revision #4 – Dated: 10-10-2016**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **November 28, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 28th day of November, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: _____

Its: _____

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

SUMMARY

SECTION I - DISTRICT		
TOTAL - DRAINAGE		$ [redacted]
TOTAL - STACK BLOCK WALL		$ [redacted]
TOTAL - GRADING ALLOWANCES		[redacted]
TOTAL - STORM UNDERDRAIN ALLOWANCE		$ -
SUBTOTAL		$ [redacted]
CONSTRUCTION STAKING	1.5%	$ 157,660.63
GEOTECHNICAL TESTING	1.0%	$ 105,107.09
SURVEY LAYOUT & AS-BUILTS		$ [redacted]
TOTAL - SECTION I		$ [redacted]
SECTION I: COST PER LOT (973 LOTS)		$ [redacted]
SECTION II: FWCA - DEVELOPER		
TOTAL - FWCA STORMWATER & IRRIGATION STATIONS		$ [redacted]
TOTAL - SECTION II		$ [redacted]
SECTION III: SANITARY SEWER - C.O.W. - DISTRICT		
TOTAL - SANITARY SEWER - CITY OF WILDWOOD - DISTRICT		$ 118,489.19
TOTAL - SECTION III		$ 118,489.19
SECTION IV: - DEVELOPER FUNDED		
TOTAL - DEVELOPER FUNDED		$ [redacted]
TOTAL - SECTION IV		$ [redacted]
TOTAL SECTIONS I, II, III & IV		[redacted]
SECTION V - WRAP INSURANCE - DEVELOPER		
TOTAL - WRAP INSURANCE (.00292)		$ (31,908.10)
TOTAL - SECTION V		$ (31,908.10)
GRAND TOTAL SECTIONS I, II, III, IV & V		[redacted]
GRAND TOTAL COST PER LOT (973 LOTS)		$ [redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: DEAN BARBIERI
Its: PRESIDENT

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

RP FENNEY, LLC

5850 T.G. LEE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32822

CHANGE ORDER

CHANGE ORDER #2

June 21, 2017

PROJECT: Wildwood Springs -AKA- The Village of Fenney
Wildwood Springs, Phase II Mass Grading
OWNER: RP FENNEY, LLC
CONTRACTOR Rainey Cosntruction

General Description of Changes:

Change Order due to changes in drainage, earthwork, stack block walls, rock relocation and import for Phase II.

The following changes are hereby made to the Contract Documents:

SECTION I - Sheet 8 - Drainage

Item #:									
	1	18" S.D. (HDPE)	ADD	[redacted]	LF.	@	$	[redacted]	$
	2	24" S.D. (HDPE)	DEDUCT		LF	@	$		$
	6	18" Pipe Boot Assembly	ADD		EA	@			$
	7	24" Pipe Boot Assembly	DEDUCT		EA	@			$

SECTION I - Sheet 8 - Drainage - TOTAL: = $ [redacted]

SECTION I - Sheet 9 - Drainage

Item #:									
	2	12" S.D. (HDPE)	ADD	[redacted]	LF.	@	$	[redacted]	$
	3	18" S.D. (HDPE)	ADD		LF.	@	$		$
	4	24" S.D. (HDPE)	ADD		LF.	@	$		$
	7	42" S.D. (HDPE)	ADD		LF.	@	$		$
	9	48" S.D. (HDPE)	ADD		LF.	@	$		$
	10	24" Pipe Boot Assembly	ADD		EA.	@	$		$
	13	42" Pipe Boot Assembly	Deduct		EA	@	$		$
	14	P Bottom w/Construction Lid (6'-8')	ADD		EA.	@	$		$
	22	Storm Manhole w/J Bottom (10'-12') (5' ID)	ADD		EA.	@	$		$

SECTION I - Sheet 9 - Drainage - TOTAL: = $ [redacted]

SECTION I - Sheet 10 - Drainage

Item #:									
	2	24" S.D. (HDPE)	ADD	[redacted]	LF.	@	$	[redacted]	$
	3	42" S.D. (HDPE)	ADD		LF.	@	$		$
	4	24" Pipe Boot Assembly	ADD		EA.	@	$		$
	8	J Bottom w/Construction Lid (8'-10') (6' ID)	ADD		EA.	@	$		$
	10	Storm Manhole w/J Bottom (12'-14') (6' ID)	ADD		EA.	@	$		$

SECTION I - Sheet 10 - Drainage - TOTAL: = $ [redacted]

SECTION I - Sheet 11 - Drainage

Item #:									
	2	12" S.D. (HDPE)	ADD	[redacted]	LF.	@	$	[redacted]	$
	5	36" S.D. (HDPE)	DEDUCT		LF	@	$		$
	6	42" S.D. (HDPE)	DEDUCT		LF	@	$		$
	17	Storm Manhole w/J Bottom (8'-10') (5' ID)	ADD		EA.	@	$		$
	21	Type C Inlet (8'-10')	DEDUCT		EA	@	$		$

SECTION I - Sheet 11 - Drainage - TOTAL: = $ [redacted]

SECTION I - Sheet 11 - Stack Block Wall

Item #:									
	1	Stack Block Wall	DEDUCT	[redacted]	SF	@	$	[redacted]	$

SECTION I - Sheet 11 - Stack Block wall - TOTAL: = $ [redacted]

SECTION I - Grading Allowances

Item #:	6	Cut/Fill/Balance - 1,501 - 2,000 LF	ADD	[redacted]	C.Y.	@	$	[redacted]	$	[redacted]
	22	Cut/Fill/Balance - 20,000 - 22,000 LF - On Road Trucks	ADD		C.Y.	@	$		$	
	24	Import Clean Fill	ADD		C.Y.	@	$		$	
	25	Import Clay for Pond Liner Cover	ADD		C.Y.	@	$		$	
	30	Cat 345 Excavator - Rock Relocation 6 Ac	ADD		HR.	@	$		$	
	31	40 Ton Articulated Off-Road Dump - Rock Relocation 6 Ac	ADD		HR.	@	$		$	
	32	Cat D6 Bulldozer - Rock Relocation 6 Ac	ADD		HR.	@	$		$	
	33	Komatsu PC 300 Excavator - Rock Relocation 6 Ac	ADD		HR.	@	$		$	
	34	Komatsu PC 400 Excavator - Rock Relocation 6 Ac	ADD		HR.	@	$		$	
	35	Komatsu WA 450 Loader - Rock Relocation 6 Ac	ADD		HR.	@	$		$	
									$	
							SECTION I - Grading Allowances - TOTAL:	=	$	[redacted]

SECTION III - Sheet 9 - Sanitary Sewer - City of Wildwood - District

Item #:	1	Sanitary Sewer Manhole (8'-10')	ADD	3	EA.	@	$ 2,700.00	$	8,100.00
	4	8" PVC Gravity Main (SDR35)	ADD	833	L.F.	@	$ 19.54	$	16,276.82
					SECTION III - Sheet 9 - Sanitary Sewer - City of Wildwood - District - TOTAL:		=	$	24,376.82

SECTION III - Sheet 10 - Sanitary Sewer - City of Wildwood - District

Item #:	1	Sanitary Sewer Manhole (6'-8')	ADD	1	EA.	@	$ 2,415.00	$	2,415.00
	8	8" PVC Gravity Main (SDR35)	DEDUCT	214	L.F.	@	$ 19.54	$	(4,181.56)
	9	6" PVC Service Line (SDR35)	ADD	290	L.F.	@	$ 12.86	$	3,729.40
	10	8" x 6" PVC Wye (SDR26)	ADD	1	EA.	@	$ 80.50	$	80.50
	12	6" PVC Clean-Out Assembly	ADD	4	EA.	@	$ 225.00	$	900.00
					SECTION III - Sheet 10 - Sanitary Sewer - City of Wildwood - District - TOTAL:		=	$	2,943.34

SECTION III - Sheet 11 - Sanitary Sewer - City of Wildwood - District

Item #:	1	Sanitary Sewer Manhole (18'-20')	ADD	1	EA.	@	$ 5,870.00	$	5,870.00
					SECTION III - Sheet 11 - Sanitary Sewer - City of Wildwood - District - TOTAL:		=	$	5,870.00

SECTION IV - Sheet 11 - Lot Grading

Item #:	1	Lot Re-Grading	ADD	[redacted]	EA.	@	$ [redacted]	$	[redacted]
					SECTION IV - Sheet 11 - Lot Grading - TOTAL:		=	$	

CONSTRUCTION STAKING & GEO-TECHNICAL TESTING

Item #:	1	Construction Staking	ADD	1	LS	@	$ 15,000.00	$	15,000.00
Item #:	2	Geotechnical Testing	ADD	1	LS	@	$ 5,000.00	$	5,000.00
					CONSTRUCTION STAKING & GEO-TECHNICAL TESTING - TOTAL:			$	20,000.00

[redacted]

SECTION V - ~~PWDA~~ - WRAP INSURANCE

Item #:	1	Wrap Insurance 30292	ADD	$ 8,156,870.42	LS	@	0.30292	=	($23,817.48)
							SECTION V - Wrap Insurance - TOTAL:	=	($23,817.48)

[redacted]

CHANGE TO CONTRACT PRICE:

Original Contract Price:

Current Contract Price, as adjusted by previous Change Orders:

Due to this Change Order, the Contract Price will be Increased by:

Due to this Change Order, the New Contract Price will be:

[redacted]

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

MDS: Tom McDonough, Vice-President — Date 6.27.17

FBA: Farner Barley & Associates — Date: 6/27/17

RP Fenney, LLC: Dean Barberree, President — Date 6/29/17

Rainey Construction: Ike Rainey, President — Date 6/21/17

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the mass grade, Phase II north utility installation; Drainage, Sanitary Sewer, Construction Staking, Geotechnical Testing and WRAP Insurance.

THE VILLAGE OF FENNEY
CONSTRUCTION
MASS GRADING, PHASE II
NORTH UTILITY INSTALLATION

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated April 25, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **The Village of Fenney Construction Mass Grading, Phase II, North Utility Installation**

You are notified that the Contract Time under the above contract will commence to run on **April 25, 2017**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	**FINAL COMPLETION**
The Village of Fenney Construction Mass Grading, Phase II North Utility Installation (Includes thru Revision #1)	**August 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: April 25, 2017

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: April 25, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **26th** day of **April** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the mass grade, Phase II north utility installation; Drainage, Sanitary Sewer, Construction Staking, Geotechnical Testing and WRAP Insurance.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL. 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Village of Fenney **Construction Mass Grading Phase II** **North Utility Installation** **(Includes thru Plan Revision #1)**	**August 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **The Village of Fenney - Construction Mass Grading, Phase II – North Utility Installation, (Includes thru Plan Revision #1)**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **April 25, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 25th day of April, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: _____

Its: _____

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

SCHEDULE OF UNIT PRICES
VOF-MASS GRADE NORTH UTILITY INSTALLATION (Rev 1)
RP FENNEY, LLC.
SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	$28,750.00
GEOTECHNICAL TESTING	$	$18,750.00
TOTAL - SECTION I	$	[redacted]
COST PER LOT (440 LOTS)	$	[redacted]
SECTION II: - COW		
TOTAL - SANITARY SEWER - COW	$	$628,642.58
TOTAL - SECTION II	$	$628,642.58
COST PER LOT (440 LOTS)	$	$1,428.73
	TOTAL	[redacted]
SECTION III:		
WRAP INSURANCE	$	-3,558.49
TOTAL - SECTION V	$	-3,558.49
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER LOT (440 LOTS)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Name: Ike Rainey
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

The Project generally involves the mass grading and construction of the associated stormwater retention facilities, underground water, wastewater & non-potable water distribution systems. Construction elements include, but are not limited to, earth moving, conduit system, membrane-lined lakes, sod, seed, seed & mulch, clearing & grubbing, potable water distribution system, irrigation water distribution system, sanitary sewer collection system, and storm water collection system.

WILDWOOD SPRINGS, PHASE III
AKA – THE VILLAGE OF FENNEY
CONSTRUCTION MASS GRADING PLANS

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated February 24, 2017

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs, Phase III - AKA - (The Village of Fenney)**
Construction Mass Grading Plans

You are notified that the Contract Time under the above contract will commence to run on **October 1, 2016**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs, Phase III **AKA – The Village of Fenney** **Construction Mass Grading Plans**	**May 28, 2017**

(Includes thru Revision #6 – Dated: February 10, 2017)

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: February 24, 2017

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: February 24, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **24th** day of **February** in the year **2017** by and between **RP Fenney, LLC, a Florida Limited Liability Company** (hereinafter called OWNER) and **Rainey Construction Company, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the mass grading and construction of the associated stormwater retention facilities, underground water, wastewater & non-potable water distribution systems. Construction elements include, but are not limited to, earth moving, conduit system, membrane-lined lakes, sod, seed, seed & mulch, clearing & grubbing, potable water distribution system, irrigation water distribution system, sanitary sewer collection system, and storm water collection system.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs, Phase III **AKA – The Village of Fenney** **Construction Mass Grading Plans** **(Includes thru Plan Revision #6 – Dated: 2-10-17)**	**May 28, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **30th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50%** (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional

supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs, Phase III AKA- The Village of Fenney - Construction Mass Grading Plans**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **February 24, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 24h day of February, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: _____

Its: _____

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

SCHEDULE OF UNIT PRICES

THE VILLAGE OF FENNEY MASS GRADING PHASE 3
RP FENNEY, LLC.

SHEET 6
DRAINAGE

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	24" S.D. (HDPE)		L.F.		
2	30" S.D. (HDPE)		L.F.		
3	36" S.D. (HDPE)		L.F.		
4	42" S.D. (HDPE)		L.F.		
5	36" Pipe Boot Asssembly		EA.		
6	42" Pipe Boot Assembly		EA.		
7	P Bottom w/Construction Lid (8'-10')		EA.		
8	J Bottom w/Construction lid (6'-8') (5' ID)		EA.		
9	J Bottom w/Construction Lid (8'-10') (5' ID)		EA.		
10	J Bottom w/Construction Lid (6'-8') (6' ID)		EA.		
11	J Bottom w/Construction Lid (8'-10') (6' ID)		EA.		
12	J Bottom w/Construction Lid (10'-12') (6' ID)		EA.		
13	Storm Manhole w/P Bottom (6'-8')		EA.		
14	Storm Manhole w/P Bottom (8'-10')		EA.		
15	Storm Manhole w/J Bottom (8'-10') (5' ID)		EA.		
16	Storm Manhole w/J Bottom (8'-10') (6' ID)		EA.		
17	Type E Inlet (0'-6')		EA.		
18	Pond B-19 Geoclay Liner		S.F.		
19	Pond B-19 Bahia Sod		S.Y.		
20	Pond B-18 Bahia Sod		S.Y.		
21	Pond B-29 Bahia Sod		S.Y.		
22	Weir WR-29		EA.		
23	Weir WR-18		EA.		
				TOTAL	

SHEET 7
DRAINAGE

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	8" S.D. (HDPE)		L.F.		
2	12" S.D. (HDPE)		L.F.		
3	18" S.D. (HDPE)		L.F.		
4	24" S.D. (HDPE)		L.F.		
5	36" S.D. (HDPE)		L.F.		
6	42" S.D. (HDPE)		L.F.		
7	18" Pipe Boot Assembly		EA.		
8	24" Pipe Boot Assembly		EA.		
9	36" Pipe Boot Assembly		EA.		
10	42" Pipe Boot Assembly		EA.		
11	P Bottom w/Construction Lid (6'-8')		EA.		
12	P Bottom w/Construction Lid (8'-10')		EA.		
13	P Bottom w/Construction Lid (10'-12')		EA.		
14	P Bottom w/Construction Lid (12'-14')		EA.		
15	J Bottom w/Construction Lid (10'-12') (5' ID)		EA.		
16	J Bottom w/Construction Lid (12'-14') (5' ID)		EA.		
17	J Bottom w/Construction Lid (10'-12') (6' ID)		EA.		
18	J Bottom w/Construction Lid (12'-14') (6' ID)		EA.		
19	Storm Manhole w/J Bottom (8'-10')		EA.		
20	Storm Manhole w/P Bottom (14'-16')		EA.		
21	Storm Manhole w/J Bottom (10'-12') (5' ID)		EA.		
22	Storm Manhole w/J Bottom (12'-14') (5' ID)		EA.		
23	Storm Manhole w/J Bottom (14'-16') (5' ID)		EA.		
24	Storm Manhole w/J Bottom (18'-20') (5' ID)		EA.		
25	Storm Manhole w/J Bottom (10'-12') (6' ID)		EA.		
26	Storm Manhole w/J Bottom (16'-18') (6' ID)		EA.		
27	Type C Inlet (6'-8')		EA.		
28	8" x 90 HDPE Bend		EA.		
29	12" x 90 HDPE Bend		EA.		
30	12" x 12" x 8" HDPE Tee		EA.		
31	12" x 12" x 12" HDPE Tee		EA.		
32	12" HDPE Cap		EA.		
33	12" x 12" NDS Yard Drain		EA.		
34	Pond B-11 Geoclay Liner		S.F.		
35	Pond B-11 Bahia Sod		S.Y.		
36	Pond B-17 Geoclay Liner		S.F.		
37	Pond B-17 Bahia Sod		S.Y.		
				TOTAL	

STACK BLOCK WALL

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Stack Block Wall		S.F.		
				TOTAL	

GRADING ALLOWANCES

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Soil Discing		AC		
2	Clearing & Grubbing		AC		
3	Tree Trimming (Allowance)		DA		
4	Demucking of Existing Wetlands		CY		
5	Cut/Fill/Balance - 0 - 1,500 LF		CY		
6	Cut/Fill/Balance - 1,501 - 2,000 LF		CY		
7	Cut/Fill/Balance - 2,001 - 2,500 LF		CY		
8	Cut/Fill/Balance - 2,501 - 3,000 LF		CY		
9	Cut/Fill/Balance - 3,001 - 3,500 LF		CY		
10	Cut/Fill/Balance - 3,501 - 4,000 LF		CY		
11	Cut/Fill/Balance - 4,001 - 4,500 LF		CY		
12	Cut/Fill/Balance - 4,501 - 5,000 LF		CY		
13	Cut/Fill/Balance - 5,001 - 5,500 LF		CY		
14	Cut/Fill/Balance - 5,501 - 6,000 LF		CY		
15	Cut/Fill/Balance - 6,001 - 6,500 LF		CY		
16	Cut/Fill/Balance - 6,501 - 7,000 LF		CY		
17	Cut/Fill/Balance - 7,001 - 7,500 LF		CY		
18	Cut/Fill/Balance - 7,501 - 8,000 LF		CY		
19	Cut/Fill/Balance - 8,001 - 8,500 LF		CY		
20	Cut/Fill/Balance - 10,000 - 12,000 LF - On-Road Trucks		CY		
21	Cut/Fill/Balance - 12,001 - 14,000 LF - On-Road Trucks		CY		
22	Export Unsuitables		CY		
23	Import Clean Fill - Residential		CY		
24	Import Clean Fill - Commercial		CY		
25	Import Clean Fill - Golf Course		CY		
26	Liner Undercut		CY		
27	Protective Liner Cover		CY		
28	Vibratory Proofrolling		SY		
29	Temporary Grassing (Seeding)		AC		
30	Deduct Developer Portion - 20%		LS		
				TOTAL	

STORM UNDERDRAIN ALLOWANCES

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	57 Stone (French Drain)		TN		
2	Rim Ditching		L.F.		
3	5" Perforated Sock		L.F.		
4	12" Pumps (3 for 100 Days)		L.S.		
5	6" Pumps (3 for 200 Days)		L.S.		
6	Temporary Pipe Plugs		L.S.		
7	Silt Fencing		L.F.		
				TOTAL	

SHEET 6
SANITARY SEWER - CITY OF WILDWOOD - DISTRICT

SECTION II

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer Manhole (12'-14')	1	EA.	$ 4,100.00	$ 4,100.00
2	Sanitary Sewer Manhole (14'-16')	1	EA.	$ 4,865.00	$ 4,865.00
3	Sanitary Sewer Manhole (16'-18')	1	EA.	$ 5,335.00	$ 5,335.00
4	8" PVC Gravity Main (SDR26)	449	L.F.	$ 26.37	$ 11,840.13
				TOTAL	$26,140.13

LOT GRADING

SECTION III

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	LOT GRADING		EA		
2	DEVELOPER PORTION - 20%		LS		
				TOTAL	

SUMMARY

SECTION I:

TOTAL - DRAINAGE		$ [redacted]
TOTAL - STACK BLOCK WALL		$ [redacted]
TOTAL - GRADING ALLOWANCES		[redacted]
TOTAL - STORM UNDERDRAIN ALLOWANCE		$ -
SUBTOTAL		$ [redacted]
CONSTRUCTION STAKING	1.5%	$ 62,395.00
GEOTECHNICAL TESTING	1.0%	$ 41,600.00
SURVEY LAYOUT & AS-BUILTS		$ [redacted]
TOTAL - SECTION I		$ [redacted]
SECTION I: COST PER LOT (787 LOTS)		$ [redacted]

SECTION II: SANITARY SEWER

TOTAL - SANITARY SEWER - CITY OF WILDWOOD - DISTRICT		$ 26,140.13
TOTAL - SECTION II		$ 26,140.13
SECTION I: COST PER LOT (787 LOTS)		$ 33.21

SECTION III: DEVELOPER

TOTAL - LOT GRADING/DEVELOPER PORTION - 20%		$ [redacted]
TOTAL - SECTION III		$ [redacted]
SECTION I: COST PER LOT (787 LOTS)		$ [redacted]
TOTAL SECTIONS I, II, & III		$ [redacted]

SECTION IV - WRAP INSURANCE

TOTAL - WRAP INSURANCE (.00292)		$ (12,473.81)
TOTAL - SECTION IV		$ (12,473.81)
GRAND TOTAL SECTIONS I, II, III, & IV		$ [redacted]
GRAND TOTAL COST PER LOT (787 LOTS)		$ [redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: [redacted]
Its: [redacted]

CONTRACTOR:
RAINEY CONSTRUCTION COMPANY

By: _____
Ike Rainey, President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

BLUE HERON
POSTAL AND POOL
NEIGHBORHOOD RECREATION CENTER

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated August 2, 2016

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Blue Heron Postal & Pool NRC Facility

You are notified that the Contract Time under the above contract will commence to run on: **August 2, 2016.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Blue Heron Postal & Pool NRC Facility** **(Includes through Plan Revision #1 – Dated: 7-25-2016)** CONTRACT AMOUNT: $173,900.95	**February 14, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: June 22, 2016

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: June 22,2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 2nd day of August in the year 2016 by and between The Villages of Lake-Sumter Inc. – McDonough Development Services (hereinafter called OWNER) and Bill Gregory Excavating, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding a recreation center including, but not limited to, potable water distribution system, wastewater collection system, SWCA Fire/Irrigation, roadway sleeves, parking lot improvements, finish grading, storm sewer collection system and related drainage improvements.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Blue Heron Postal & Pool NRC Facility** **(Includes through Plan Revision #1 – Dated: 7-25-2016)**	**February 14, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney Blue Heron Postal and Pool NRC Facility.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 2, 2016** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this **2nd** day of **August, 2016**

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: August 2, 2016

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: August 2, 2016

SCHEDULE OF UNIT PRICES
VOF-BLUE HERON POSTAL PARK
WILDWOOD SPRINGS, LLC
DRAINAGE

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" H.D.P.E.		L.F.		
2	Type "P-6M" Inlet		EA.		
3	12" Yard Drain		EA.		
4	8" P.V.C. Pipe		L.F.		
5	12" P.V.C. Pipe		L.F.		
6	15" P.V.C. Pipe		L.F.		
7	12" x 12" x 8" P.V.C. Wye		EA.		
8	15" x 12" P.V.C. Reducer		EA.		
9	8" X 45° P.V.C. Bend		EA.		
10	12" X 45° P.V.C. Bend		EA.		
11	8" P.V.C. Plug		EA.		
12	Type "P-6M" Inlet Top only		EA.		
13	Tie into Existing		EA.		
				TOTAL	

ROADS

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	1-1/2" Type SP 9.5 Asphalt		S.Y.		
4	Prime Coat		S.Y.		
5	Flush Curb		L.F.		
6	Type "F" Curb		L.F.		
7	Transition Curb		L.F.		
8	Trench Curb		L.F.		
9	4" 3000psi Concrete Sidewalk		S.Y.		
10	Handicap Ramp (HC-6)		E.A.		
11	Handicap Ramp (HC-12)		E.A.		
12	Handicap Sign, Post Mounted		E.A.		
13	4" Solid White Stripe (Paint)		L.F.		
14	4" Solid Blue Stripe (Paint)		L.F.		
15	12" Solid White Stripe (Paint)		L.F.		
16	24" Solid White Stripe (Paint)		L.F.		
17	White Wheelchair Symbol (Paint)		E.A.		
18	Pavement Message White "Stop" (Paint)		E.A.		
				TOTAL	

FINISH GRADING

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Building Pad Preparation		S.Y.		
2	Pool and Deck		S.Y.		
3	Boccie Ball Court		S.Y.		
4	Shuffle Board Court		S.Y.		
5	Horseshoe Court		S.Y.		
6	Rough Grade		L.S		
				TOTAL	

SCHEDULE OF UNIT PRICES
VOF-BLUE HERON POSTAL PARK
WILDWOOD SPRINGS, LLC
ROADWAY SLEEVES

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Irrigation Sleeve		L.F.		
2	3" Irrigation Sleeve		L.F.		
3	4" Irrigation Sleeve		L.F.		
				TOTAL	

UTILITY TRENCHING

SECTION II

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1			L.F.		
2			L.F.		
				TOTAL	

SANITARY SEWER - CSU

SECTION III

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" P.V.C Service Line	14	L.F.	$11.00	$154.00
2	6" P.V.C. Cleanout	1	EA.	$165.00	$165.00
3	Tie into Existing	1	EA.	$250.00	$250.00
				TOTAL	$569.00

WATER DISTRIBUTION - CSU POTABLE

SECTION III

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Water Main	3	L.F.	$6.00	$18.00
2	6" P.V.C. Water Main	49	L.F.	$8.00	$392.00
3	8" P.V.C. Water Main	6	L.F.	$11.00	$66.00
4	1" x 1" x 1" Tee	1	EA.	$125.00	$125.00
5	8" x 2" M.J.D.I. Reducer	1	EA.	$125.00	$125.00
6	6" X 45° M.J.D.I. Bend	1	EA.	$145.00	$145.00
7	1" Service Line	341	L.F.	$5.00	$1,705.00
8	5/8"x3/4" Meter Box Assembly, Double w/ Backflow Preventer	1	EA.	$1,100.00	$1,100.00
9	Fire Hydrant Assembly	1	EA.	$2,800.00	$2,800.00
10	8" x 8" x 6" Fire Hydrant Tee	1	EA.	$395.00	$395.00
11	Tie into Existing	1	EA.	$250.00	$250.00
				TOTAL	$7,121.00

WATER DISTRIBUTION - SWCA FIRE/IRRIGATION

SECTION IV

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Service Line		L.F.		
2	1-1/2" Meter Box Assembly, Single		EA.		
3	Tie into Existing		EA.		
				TOTAL	

SCHEDULE OF UNIT PRICES
VOF-BLUE HERON POSTAL & POOL NRC FACILITY
WILDWOOD SPRINGS, LLC
SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING	$	6,562.30
GEOTECHNICAL TESTING	$	3,281.15
TOTAL - SECTION I	$	[redacted]
COST PER PARKING SPACES (36 SPACES)	$	[redacted]
SECTION II: - UTILITY TRENCHING		
TOTAL - UTILITY TRENCHING	$	0.00
TOTAL - SECTION II	$	0.00
COST PER LOT (187 LOTS)	$	0.00
SECTION III: - CSU		
TOTAL - SANITARY SEWER - CSU	$	569.00
TOTAL - WATER DISTRIBUTION - CSU POTABLE	$	7,121.00
TOTAL - SECTION III	$	7,690.00
COST PER PARKING SPACES (36 SPACES)	$	213.61
SECTION III: - SWCA		
TOTAL - WATER DISTRIBUTION -SWCA FIRE/IRRIGATION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER PARKING SPACES (36 SPACES)	$	[redacted]
TOTAL		[redacted]
SECTION V:		
WRAP INSURANCE - (.674%)	$	-1,172.09
TOTAL - SECTION V	$	-1,172.09
TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER PARKING SPACES (36 SPACES)	$	[redacted]

OWNER:
WILDWOOD SPRINGS, LLC
By: _____
Tommy McDonough, VP.

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.
By: William W Gregory
BILL GREGORY, PRESIDENT

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

DUDLEY CANINE RECREATION PARK – (VOF #119)

AND

FENNEY ARCHERY RANGE – (VOF #12)

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated August 31, 2017

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **DUDLEY CANINE RECREATION PARK – VOF #119**
FENNEY ARCHERY RANGE – VOF#121

You are notified that the Contract Time under the above contract will commence to run on: **August 31, 2017.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Dudley Canine Recreation Park – VOF #119** **Fenney Archery Range – VOF#121** **(Includes thru Plan Revision #2)**	**January 15, 2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: August 31, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: August 31, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **11th** day of **January** in the year **2017** by and between **The Villages of Lake-Sumter Inc.** (hereinafter called OWNER) and **Bill Gregory Excavating, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding a Canine Recreation Park and Archery Range facilities including, but not limited to drainage, roads, roadway sleeves, COW- sanitary sewer, COW - water distribution – potable, geo technical testing and construction staking.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs AKA – The Village of Fenney **Dudley Canine Recreation Park and Fenney Archery Range** **(Includes thru Plan Revision #2)**	**January 15, 2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney – Dudley Canine Recreation Park and Fenney Archery Range.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **August 31, 2017** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 31st day of August, 2017

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: August 31, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: August 31, 2017

SCHEDULE OF UNIT PRICES
VOF-Dudley Canine Park
RP FENNEY, LLC.
SUMMARY

SECTION I:

TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING 4%	$ $5,817.70
GEOTECHNICAL TESTING 2%	$ $2,908.85
TOTAL - SECTION I	[redacted]
COST PER PARKING SPACE (38 PARKING SPACES)	$ [redacted]

SECTION II: - COW

TOTAL - SANITARY SEWER - COW	$ $360.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$ $10,562.00
TOTAL SECTION II	[redacted]
COST PER PARKING SPACE (38 PARKING SPACES)	$ $287.95

SUB-TOTAL:	[redacted]

WRAP INSURANCE

WRAP INSURANCE	$ -1,039.10
TOTAL - WRAP INSURANCE	[redacted]
GRAND TOTAL SECTIONS I & II	$ [redacted]
COST PER PARKING SPACE (38 PARKING SPACES)	$ [redacted]

OWNER:
THE VILLAGES OF LAKE-SUMTER, INC.

By: Tom McDonough
Name: Tommy McDonough
Its: Vice President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory
Name: William Gregory
Its: President

McDONOUGH DEVELOPMENT SERVICES

4450 N.E. 83RD ROAD, WILDWOOD, FLORIDA 34785
PHONE: (352) 753-6219
FAX: (352) 753-6786

CHANGE ORDER #2
December 28, 2017

PROJECT: Dudley Canine Park
OWNER: The Villages of Lake-Sumter, Inc.
CONTRACTOR Bill Gregory Excavating, Inc.

General Description of Changes:
Change Order due FBA Plan Revisions 3 thru 5.

The following changes are hereby made to the Contract Documents:

SECTION 1 - DRAINAGE

Item #:	1	- 4" S.D. (PVC)	Add	[redacted]	L.F.	@	$	[redacted]	=	[redacted]
Item #:	2	- 6" S.D. (PVC)	Deduct		L.F	@	$		=	
Item #:	3	- 8" S.D. (PVC)	Add		LF	@	$		=	
Item #:	4	- 12" S.D. (PVC)	Add		LF	@	$		=	
Item #:	10	- 12" x 4" P.V.C. Wye	Add		LF	@	$		=	
Item #:	11	- 12" x 12" x 12" P.V.C. Wye	Add		EA	@	$		=	
Item #:	12	- 12" x 12" x 8" P.V.C. WYE	Deduct		EA	@	$		=	
Item #:	14	- 8" x 22.5° P.V.C. Band	Add		EA	@	$		=	
Item #:	15	- 8" x 11.25° P.V.C Band	Add		EA	@	$		=	
Item #:	17	- 8" x 4" Reducer	Add		EA	@	$		=	
Item #:	18	- 15" x 18" Reducer	Add		EA	@	$		=	
Item #:	19	- 4" x 4" Tee	Add		EA	@	$		=	
Item #:	20	- 4" Underdrain	Add		LF	@	$		=	
								SECTION 1 - DRAINAGE - TOTAL:	=	[redacted]

SECTION 1 - ROADS

Item #:	11	- 4" 3000 PSI Concrete	Add	[redacted]	SY	@	$	[redacted]	=	[redacted]
Item #:	12	- 6' Chain Link Fence	Add		L.F.	@	$		=	
								SECTION 1 - ROADS - TOTAL:	=	[redacted]

SECTION 2 - COW/SSU

Item #:	3	- 1" Service Line	Deduct	-109	L.F.	@	$	5.00	=	($545.00)
								SECTION 2 - COW/SSU - TOTAL:	=	($545.00)

WRAP INSURANCE

Item #:	1	- Wrap Insurance	ADD	1	LS	@	$	(94.76)	=	($94.76)
								WRAP INSURANCE - TOTAL:	=	($94.76)

[redacted] CHANGE ORDER TOTAL: [redacted]

CHANGE TO CONTRACT PRICE:
Original Contract Price: [redacted]
Current Contract Price, as adjusted by previous Change Orders: [redacted]
Due to this Change Order, the Contract Price will be increased by: [redacted]
Due to this Change Order, the New Contract Price will be: [redacted]

CHANGE TO CONTRACT TIME
The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED
To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

ENGINEER _____ Date 12-28-17
OWNER _____ Date 1.2.18
CONTRACTOR _____ Date 12/28/2017

C.O.

McDONOUGH DEVELOPMENT SERVICES

4450 N.E. 83RD ROAD, WILDWOOD, FLORIDA 34785
PHONE: (352) 753-6219
FAX: (352) 753-6786

CHANGE ORDER #3
February 26, 2018

PROJECT: Dudley Canine Park
OWNER: The Villages of Lake-Sumter, Inc.
CONTRACTOR Bill Gregory Excavating, Inc.

General Description of Changes:

Change Order due FBA Plan Revision #7.

The following changes are hereby made to the Contract Documents:

SECTION 2 - COW/SSU

Item #:	11	- 12" x 1-1/2" Saddle Tap	Add	1 EA	@	$	350.00	=	$350.00
Item #:	12	- 1-1/2" Gate Valve	Add	1 EA	@	$	220.00	=	$220.00
Item #:	13	- 1 - 1/2" Irrigation Meter	Add	1 EA	@	$	560.00	=	$560.00

SECTION 2 - COW/SSU - TOTAL: = $1,130.00

WRAP INSURANCE

Item #:	1	- Wrap Insurance	Deduct	1	LS	@	$	(7.84)	=	($7.84)

WRAP INSURANCE - TOTAL: = ($7.84)

[redacted]

CHANGE TO CONTRACT PRICE:

Original Contract Price:
Current Contract Price, as adjusted by previous Change Orders:
Due to this Change Order, the Contract Price will be increased by:
Due to this Change Order, the New Contract Price will be:

[redacted]

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

ENGINEER Dwight E. Clay Date 2-28-18

OWNER Tom Mullen Date 2.28.18

CONTRACTOR William W Gregory Date 2/27/18

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

FENNEY
VILLAGE RECREATION CENTER - (110)

RP FENNEY. LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated March 9, 2017

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Fenney Village Recreation Center – (110)

You are notified that the Contract Time under the above contract will commence to run on: **September 9, 2016.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Master Utilities** **(Includes thru Plan Revision #11 – Dated: 2-13-2017)**	**March 31, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: March 9, 2017

CONTRACTOR

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: March 9, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **9th** day of **March** in the year **2017** by and between **RP Fenney, LLC., a Florida Limited Liability Company** (hereinafter called OWNER) and **Bill Gregory Excavating, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of site work improvements consisting of Drainage and Recreation Trail.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs AKA – The Village of Fenney **Fenney Village Recreation Center – (110)** **(Includes thru Plan Revision #11 – Dated: 2-13-2017))**	**3-31-2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney – Village of Fenney Recreation Center – (110)**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **March 9, 2017** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: _____

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 9th day of March, 2017

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: _____

Name: William Gregory

Its: President

SCHEDULE OF UNIT PRICES
VOF-Fenney Village Recreation Center
INCLUDES REVISION # 2 DATED 09/13/2016

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (4%)	$	$37,306.26
GEOTECHNICAL TESTING - (2%)	$	$18,653.13
TOTAL - SECTION I	$	[redacted]
COST PER SPACES- 294 SPACES	$	
SECTION II: - UTILITY TRENCHING & FINISH GRADING		
TOTAL - UTILITY TRENCHING	$	-
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER SPACES= 294 SPACES	$	
SECTION III: - COW		
TOTAL - SANITARY SEWER - COW	$	$73,268.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$37,295.50
TOTAL - SECTION III	$	$110,563.50
COST PER SPACES-294 SPACES	$	$376.07
SECTION IV: - FWCA		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER SPACES= 294 SPACES	$	
SECTION V:	**TOTAL**	[redacted]
WRAP INSURANCE -	$	-6,662.53
TOTAL - SECTION V	$	-6,662.53
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER SPACES- 294 SPACES	$	

OWNER:
~~RP FENNEY, LLC, a Florida Limited Liability Company~~

By: _____
Name: ~~Dean Barberree~~
Its: President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: _____
Name: Bill Gregory
Its: President

McDONOUGH DEVELOPMENT SERVICES

4450 N.E. 83RD ROAD, WILDWOOD, FLORIDA 34785
PHONE: (352) 753-6219
FAX: (352) 753-6786

CHANGE ORDER #1
March 9, 2017

PROJECT: Fenney Recreaton (110)
OWNER: The Villages of Lake-Sumter, Inc.
CONTRACTOR Bill Gregory Excavating, Inc.

General Description of Changes:

Change Order due to FBA Plan Revisions from #3 thru #11.

The following changes are hereby made to the Contract Documents:

SECTION 1 - DRAINAGE

Item #:	14	- 6" PVC Pipe	Add	[redacted]	LF	@	$	[redacted]	=	$	[redacted]
Item #:	15	- 8" PVC	Add		L.F.	@	$			$	
Item #:	17	- 4" Perforated Sock Pipe	Add		L.F.	@	$		=	$	
Item #:	18	- 6" Perforated Sock Pipe	Add		L.F.	@	$		=	$	
Item #:	19	- 12" Perforated Sock Pipe	Add		L.F.	@	$		=	$	
Item #:	20	- 6" x 6" x 6" PVC WYE	Add		EA	@	$			$	
Item #:	23	- 12" x 12" x 6" PVC WYE	Add		EA	@	$			$	
Item #:	25	- 4" x 1" Reducer	Add		EA	@	$		=	$	
Item #:	31	- 8" x 1" Service Saddle	Add		EA	@	$		=	$	
Item #:	32	- 8" x 2" Service Saddle	Add		EA	@	$		=	$	
Item #:	33	- 6" x 2" Service Saddle	Add		EA	@	$		=	$	
Item #:	34	- 1" Gate Valve	Add		EA	@	$		=	$	
Item #:	35	- 2" Gate Valve	Add		EA	@	$		=	$	
Item #:	36	- 1" Water Meter	Add		EA	@	$		=	$	
Item #:	37	- 1 1/2 Water Meter with 1-1/2" RPZ	Add		EA	@	$		=	$	
Item #:	38	- 3" Floor Drains	Add		EA	@	$		=	$	
Item #:	39	- 12" Inlet Grate	Add		EA.	@	$		=	$	
Item #:	40	- Silt Fence	Add		L.F.	@	$			$	
Item #:	41	- 57 Stone	Add		C.Y.	@	$		=	$	

SECTION 1 - DRAINAGE - TOTAL = $ [redacted]

SECTION 1 - ROADS

Item #:	2	- 6" Limerock Base	Deduct	[redacted]	S.Y	@	$	[redacted]	=	$	[redacted]
Item #:	3	- 6" Crushed Concete Base	Add		S.Y.	@			=		
Item #:	14	- 4" 3000 PSI Concrete Sidewalk	Add		S.Y.	@	$		=	$	
Item #:	16	- Coquina Shell Path	Add		S.F.	@	$		=	$	
Item #:	17	- Fieldstone Retaining Wall	Add		L.F.	@			=		
Item #:	18	- Brick Pavers/Tubs	Add		S.F.	@	$		=	$	
Item #:	19	- Bollard	Add		EA	@	$		=	$	
Item #:	20	- Keystone Stack Block Wall (Reg)	Add		S.F.	@	$		=	$	

SECTION 1 - ROADS - TOTAL = $ [redacted]

SECTION 3 - WATER DISTRIBUTION - C.O.W. POTABLE

Item #:	1	- 4" P V C Water Main	Deduct	(15)	L.F	@	$	6.50	=	($97.50)
Item #:	5	- 4" Gate Valve and Box	Deduct	(1)	EA	@	$	700.00	=	($700.00)
Item #:	8	- 8" x 8" x 4" M.J D I Tee	Deduct	(1)	EA	@	$	210.00	=	($210.00)
Item #:	12	- 4" X 2" M.J.D.I. Reducer	Add	1	EA	@	$	70.00	=	$70.00
Item #:	22	- 1" Service Line	Deduct	(97)	L.F	@	$	5.00	=	($485.00)
Item #:	23	- 2" Service Line	Deduct	(126)	L.F	@	$	6.00	=	($756.00)
Item #:	25	- 2" Meter Box Assembly, Single W/Double check Backflow	Deduct	(2)	EA	@	$	1,100.00	=	($2,200.00)
								SECTION 3 - WATER DISTRIBUTION - C.O.W. POTABLE - TOTAL:	=	($4,378.50)

SUB-TOTAL: $ [redacted]

WRAP INSURANCE

Item #:	1	- Wrap Insurance - .00674%	Add	(123,979.50)	L.S.	@		0.00674	=	($835.62)

WRAP INSURANCE- TOTAL: = ($835.62)

CHANGE ORDER TOTAL: = [redacted]

CHANGE TO CONTRACT PRICE:

Original Contract Price:
Current Contract Price, as adjusted by previous Change Orders:
Due to this Change Order, the Contract Price will be increased by:
Due to this Change Order, the New Contract Price will be:

[redacted]

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

ENGINEER _____ Date 3-10-17

OWNER _____ Date 3.10.17

CONTRACTOR _____ Date 3-10-17

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

(109)
SPANISH MOSS
VILLAGE RECREATION CENTER

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated September 9, 2016

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Spanish Moss Village Recreation Center – (109)

You are notified that the Contract Time under the above contract will commence to run on: **September 9, 2016.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Spanish Moss Village Recreation Center** **(Includes thru Plan Revision #6 – Dated: 9-8-2016)**	**December 1, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: September 9, 2016

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: September 9, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 9th day of September in the year 2016 by and between The Villages of Lake-Sumter Inc. (hereinafter called OWNER) and Bill Gregory Excavating, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding a recreation center including, but not limited to, potable water distribution system, wastewater collection system, roadway sleeves, parking lot improvements, storm sewer collection system and related drainage improvements.

Article 2. ENGINEER.

Engineer:	Farner, Barley & Associates 4450 NE 83rd Road Wildwood, FL 34785	AND	McDonough Development Services 4450 N.E. 83rd Road Wildwood, Florida 34785

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and ' or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney Spanish Moss VRC (Includes thru Plan Revision #6 – Dated: 9-8-2016)	December 1, 2016

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred dollars ($100.00) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney Spanish Moss VRC.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on September 9, 2016 (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.
MCDONOUGH DEVELOPMENT SERVICES

By: _____

Name: Tom McDonough

Its: Vice President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 9th day of September, 2016

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: September 9, 2016

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: September 9, 2016

SCHEDULE OF UNIT PRICES

(109) - SPANISH MOSS RECREATION - AKA - FENNEY VRC

RP FENNEY, LLC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - WALKING PATH	$	[redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (3.99%)	$	20,195.45
GEOTECHNICAL TESTING - (2.00%)	$	10,097.73
TOTAL - SECTION I	$	[redacted]
COST PER PARKING SPACE - (82 SPACES)	$	[redacted]
SECTION II: - C.O.W.		
TOTAL - SANITARY SEWER - C.O.W.	$	2,254.00
TOTAL - WATER DISTRIBUTION - C.O.W. POTABLE	$	9,397.00
TOTAL - SECTION II	$	**11,651.00**
COST PER PARKING SPACE - (82 SPACES)	$	**142.09**
SECTION III: - FWCA		
TOTAL - FWCA IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION III	$	[redacted]
COST PER PARKING SPACE - (82 SPACES)	$	[redacted]
TOTAL		[redacted]
SECTION IV:		
WRAP INSURANCE - (0.00674%)	$	(3,607.11)
TOTAL - SECTION IV	$	(3,607.11)
GRAND TOTAL SECTIONS I, II, III & IV	$	[redacted]
COST PER PARKING SPACE - (82 SPACES)	$	[redacted]

OWNER:
THE VILLAGES OF LAKE-SUMTER, INC.

By: Tom McDonough
Name: Tommy McDonough
Its: Vice-President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory
Name: William Gregory
Its: President

THE VILLAGES OF LAKE-SUMTER, INC.

1020 LAKE SUMTER LANDING
THE VILLAGES, FLORIDA 32162

CHANGE ORDER

CHANGE ORDER #1

February 1, 2017

PROJECT: Spanish Moss Recreation Center - (109)

OWNER: The Villages of Lake-Sumter, Inc.

CONTRACTOR Bill Gregory Excavating, Inc.

General Description of Changes:

Change Order due to FBA Plan Revisions 1 thru 11.

The following changes are hereby made to the Contract Documents:

SECTION I - ROADS

Item #:	11	- Handicap Ramp (HC-6)	ADD	[redacted]	EA	@	$	[redacted]	=	[redacted]
Item #:	12	- Handicap Symbols	ADD		EA	@	$		=	
Item #:	14	- Handicap Sign, Post Mount	ADD		EA	@	$		=	
Item #:	16	- 4" 3000 psi Concrete Sidewalk	ADD		SY	@	$		=	
Item #:	18	- 4" 3000 psi Concrete Sidewalk	Deduct		SY	@	$		=	

SECTION I - TOTAL: = [redacted]

SECTION I - WALKING PATH

Item #:	1	8 Foot Wide 1" 9.5 Asphalt Line Rock	Deduct	[redacted]	SY	@	$	[redacted]	[redacted]
Item #:	2	1" Type SP 9.5 Asphalt (1 lifts)	Add		SY	@	$		=
Item #:	3	4" Crushed Concrete Base	Add		SY	@	$		=
Item #:	4	Rough Grading/Proof Roll	Add		SY	@	$		=
Item #:	5	Prime Coat	Add		SY	@	$		=

SECTION I - TOTAL: = [redacted]

SECTION I - ROADWAY SLEEVES

Item #:	1	- 2" SECO Conduit - Trenching Only	ADD	[redacted]	LF	@	$	[redacted]	= [redacted]
Item #:	6	- 4" Fiber Conduit	ADD		LF	@	$		=

SECTION I - TOTAL: = [redacted]

SECTION II - WATER DISTRIBUTION - COW POTABLE

Item #:	7	- 1" Service Line	ADD	8	LF	@	$	5.00	=	$40.00
Item #:	8	- 5/8" x 3/4" Meter Box	ADD	1	EA	@	$	795.00	=	$795.00
Item #:	12	- 2" x 2" x 1" Compression tee	ADD	1	EA	@	$	155.00	=	$155.00

SECTION II - TOTAL: = $990.00

SUB-TOTAL: = [redacted]

SECTION IV - WRAP

Item #:								
2	- WRAP INSURANCE - (.00292)	ADD	($15,613.00)	L.S.	@	(0.00674)	=	$105.23

SECTION IV - TOTAL: = **$105.23**

CHANGE ORDER TOTAL: [redacted]

CHANGE TO CONTRACT PRICE:

Original Contract Price:

Current Contract Price, as adjusted by previous Change Orders:

Due to this Change Order, the Contract Price will be increased by:

Due to this Change Order, the New Contract Price will be:

[redacted]

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

ENGINEER _____ Date 2-2-17

OWNER _____ Date 2.3.17

CONTRACTOR _____ Date 2/2/17

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

SPANISH MOSS
NEIGHBORHOOD RECREATION CENTER

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated June 22, 2016

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Spanish Moss Neighborhood Recreation Center

You are notified that the Contract Time under the above contract will commence to run on: **June 22, 2016.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney Spanish Moss NRC CONTRACT AMOUNT: $78,032.79	October 31, 2016

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: June 22, 2016

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: June 22,2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of June in the year 2016 by and between The Villages of Lake-Sumter Inc. – McDonough Development Services (hereinafter called OWNER) and Bill Gregory Excavating, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding a recreation center including, but not limited to, potable water distribution system, wastewater collection system, roadway sleeves, parking lot improvements, storm sewer collection system and related drainage improvements.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney **Spanish Moss NRC**	**October 31, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney Spanish Moss NRC**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work. CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **June 22, 2016** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William H Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 22nd day of June, 2016

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: June 22, 2016

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: June 22,2016

SCHEDULE OF UNIT PRICES
SPANISH MOSS POSTAL PARK
WILDWOOD SPRINGS, LLC
SUMMARY

SECTION I:

TOTAL - DRAINAGE	$ [redacted]
TOTAL - ROADS	$ [redacted]
TOTAL - FINISH GRADING	$ [redacted]
TOTAL - ROADWAY SLEEVES	$ [redacted]
SUBTOTAL	$ [redacted]
CONSTRUCTION STAKING 4%	$ 2,944.63
GEOTECHNICAL TESTING 2%	$ 1,472.32
TOTAL - SECTION I	$ [redacted]
COST PER PARKING SPACE (11 Spaces)	$ [redacted]

SECTION II: - UTILITY TRENCHING

TOTAL - UTILITY TRENCHING	$ -
TOTAL - SECTION II	$ -
COST PER PARKING SPACE (11 Spaces)	$ -

SECTION III: - CSU

TOTAL - SANITARY SEWER - CSU	$ -
TOTAL - WATER DISTRIBUTION - CSU POTABLE	$ 613.95
TOTAL - SECTION III	$ 613.95
COST PER PARKING SPACE (11 Spaces)	$ 55.81

SECTION III: - SWCA

TOTAL - WATER DISTRIBUTION -SWCA FIRE/IRRIGATION	$ -
TOTAL - SECTION IV	$ -
COST PER PARKING SPACE (11 Spaces)	$ -
GRAND TOTAL SECTIONS I, II, III, & IV	$ [redacted]
COST PER PARKING SPACE (11 Spaces)	$ [redacted]

OWNER:
WILDWOOD SPRINGS, LLC

By: Tom McDonough
Tommy McDonough, V.P.

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory
Bill Gregory, President

SCHEDULE OF UNIT PRICES
SPANISH MOSS POSTAL PARK
WILDWOOD SPRINGS, LLC
DRAINAGE

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" H.D.P.E		L.F.		
2	Yard Drain		EA.		
3	18" H.D.P.E.		L.F.		
4	24" H.D.P.E.		L.F.		
5	Type "P-9" Curb Inlet		EA.		
6	Storm Manhole w/ P Bottom		EA.		
7	Tie into Existing		EA.		
				TOTAL	

ROADS

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Limerock Base		S.Y.		
3	(2) 3/4" Lifts S.P 9.5 Asphalt		S.Y.		
4	Prime Coat		S.Y.		
5	Flush Curb		L.F.		
6	Transition Curb		L.F.		
7	Trench Curb		L.F.		
8	4" 3000psi Concrete Sidewalk		S.Y.		
9	Handicap Ramp (HC-6)		E.A.		
10	Handicap Sign, Post Mounted		E.A.		
11	4" Solid White Stripe (Thermo)		L.F.		
12	4" Solid Blue Stripe (Thermo)		L.F.		
13	24" Solid White Stripe (Thermo)		L.F.		
14	White Wheelchair Symbol (Thermo)		E.A.		
15	Pavement Message White "Stop" (Thermo)		E.A.		
16	Exposed Aggregate		S.Y.		
				TOTAL	

FINISH GRADING

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Building Pad Preparation		S.Y.		
2	Rough Grade		L.S		
				TOTAL	

ROADWAY SLEEVES

SECTION I

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Bank of (1) 4" and (2) 2" irrigation		L.F.		
2			L.F.		$ -
				TOTAL	

SCHEDULE OF UNIT PRICES
SPANISH MOSS POSTAL PARK
WILDWOOD SPRINGS, LLC
UTILITY TRENCHING

SECTION II

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	N/A		L.F.		$ -
2	N/A		L.F.		$ -
				TOTAL	$ -

SANITARY SEWER - CSU

SECTION III

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	N/A		L.F.		$ -
2	N/A		EA.		$ -
				TOTAL	$ -

WATER DISTRIBUTION - CSU POTABLE

SECTION III

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	3/4" Service Line	21	L.F.	$ 4.95	$ 103.95
2	Meter Box Assembly, Single	1	EA.	$ 260.00	$ 260.00
3	Tie into Existing	1	EA.	$ 250.00	$ 250.00
				TOTAL	$ 613.95

WATER DISTRIBUTION - FWCA FIRE/IRRIGATION

SECTION IV

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	N/A		L.F.		
2	N/A		EA.		
				TOTAL	

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

SUGAR CANE
POSTAL AND POOL
NEIGHBORHOOD RECREATION CENTER

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated July 7, 2017

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Sugar Cane Postal & Pool NRC Facility

You are notified that the Contract Time under the above contract will commence to run on: **June 19, 2017.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Sugar Cane Postal & Pool NRC Facility** **(Includes through Plan Revision #4)**	**Building Pad – 8/18/2017** **Final – 1/15/2018**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: July 7, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: July 7, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **7th** day of **July** in the year **2017** by and between **The Villages of Lake-Sumter Inc. – McDonough Development Services** (hereinafter called OWNER) and **Bill Gregory Excavating, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding a recreation center including, but not limited to, potable water distribution system, wastewater collection system, SWCA Fire/Irrigation, roadway sleeves, parking lot improvements, finish grading, storm sewer collection system and related drainage improvements.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs **AKA – The Village of Fenney** **Sugar Cane Postal & Pool NRC Facility** **(Includes through Plan Revision #4)**	**Building Pad: 8/18/2017** **Final Completion: 1/15/2018**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed, 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully

studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney Sugar Cane Postal and Pool NRC Facility.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 7th day of July, 2017

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: July 7, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: July 7, 2017

SCHEDULE OF UNIT PRICES
VOF-SUGAR CANE PP & REC
RP FENNEY, LLC.
DRAINAGE
INCLUDES REVISION #1 - #4

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" S.D. (HDPE)		L.F.		
2	Type P-6M Inlet		EA.		
3	Storm Manhole w/ P Bottom		EA.		
4	12" H.D.P.E. Pipe		L.F.		
5	12" Yard Drain		EA.		
6	12" x 12" x 12" H.D.P.E. Wye		EA.		
7	12" X 45° H.D.P.E. Bend		EA.		
8	Tie into Existing		EA.		
9	Silt Fence		L.F.		
10	Floor Drain		EA.		
11	8" H.D.P.E		L.F.		
12	hose bib		EA.		
13	8" sd pipe		L.F.		
				TOTAL	

ROADS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	6" Crushed Concrete		S.Y.		
3	(2) 3/4" Lifts Type SP 9.5 Asphalt		S.Y.		
4	Rough Grade/Finish Grading		LS		
5	Prime Coat x2		S.Y.		
6	12" Compacted Subgrade		S.Y.		
7	1" Type SP 9.5 Asphalt		S.Y.		
8	4" Crushed Concrete Base		S.Y.		
9	Flush Curb		L.F.		
10	Transition Curb		L.F.		
11	Trench Curb		L.F.		
12	4" 3000psi Concrete Sidewalk		S.Y.		
13	Exercise Station - CONCRETE PADS		EA.		
14	8' Asphalt Sidewalk		S.Y.		
15	Stack Block Wall		S.F.		
16	Geo-Web/Staked Stone		S.Y.		
17	Dry-Stack Fieldstone Retaining Wall		S.F.		
18	Handicap Ramp (HC-6)		EA.		
19	Handicap Ramp (HC-8)		EA.		
20	Exposed Aggregate		S.Y.		
20	Handicap Sign, Post Mounted		EA.		
21	4" Solid White Stripe (Paint)		L.F.		
22	4" Solid Blue Stripe (Paint)		L.F.		
23	24" Solid White Stripe (Paint)		L.F.		
24	White Wheelchair Symbol (Paint)		EA.		
25	Pavement Message White "Stop" (Paint)		EA.		
26	Air gun range		S.F		
27	Tree protection		EA.		
				TOTAL	$ 176,502.06

SCHEDULE OF UNIT PRICES
VOF-SUGAR CANE PP & REC
RP FENNEY, LLC.
ROADWAY SLEEVES

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Irrigation Sleeve		L.F.		
2	3" Irrigation Sleeve		L.F.		
3	4" Irrigation Sleeve		L.F.		
4	6" Irrigation Sleeve		L.F.		
5	2" Conduit (Century Link)		L.F.		
6	Cable in Conduit (SECO)		L.F.		
7	Village Fiber Duct		L.F.		
				TOTAL	$ 9,991.00

SANITARY SEWER - COW

SECTION II - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" P.V.C Service Line	64	L.F.	$ 11.00	$ 704.00
2	6" P.V.C. Cleanout	2	EA.	$ 200.00	$ 400.00
3	6" x 6" x 6" P.V.C. Wye	1	EA.	$ 60.00	$ 60.00
4	Tie into Existing	1	EA.	$ 250.00	$ 250.00
				TOTAL	$ 1,414.00

WATER DISTRIBUTION - COW POTABLE

SECTION II - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" P.V.C. Water Main	43	L.F.	$ 6.00	$ 258.00
2	6" P.V.C. Water Main	24	L.F.	$ 9.00	$ 216.00
3	1-1/2" Gate Valve and Box	2	EA.	$ 175.00	$ 350.00
4	6" Gate Valve and Box	1	EA.	$ 900.00	$ 900.00
5	2" x 1-1/2" M.J.D.I. Reducer	1	EA.	$ 190.00	$ 190.00
6	6" x 2" M.J.D.I. Reducer	1	EA.	$ 135.00	$ 135.00
7	6" x 6" x 6" Tee	1	EA.	$ 250.00	$ 250.00
8	6" X 90° M.J.D.I. Bend	1	EA.	$ 260.00	$ 260.00
9	1" Service Line	10	L.F.	$ 5.00	$ 50.00
10	1-1/2" Service Line	598	L.F.	$ 5.50	$ 3,289.00
11	1-1/2" x1-1/2" x1" Tee	1	EA.	$ 150.00	$ 150.00
12	2" x2" x1-1/2" Tee	1	EA.	$ 195.00	$ 195.00
13	1-1/2" X 90° Bend	3	EA.	$ 150.00	$ 450.00
14	5/8" x 3/4" Meter Box Assembly	2	EA.	$ 560.00	$ 1,120.00
15	1-1/2" Reduced Pressure Backflow Preventer	2	EA.	$ 600.00	$ 1,200.00
16	Fire Hydrant Assembly	1	EA.	$ 2,920.00	$ 2,920.00
17	Tie into Existing	1	EA.	$ 250.00	$ 250.00
				TOTAL	$ 12,183.00

WRAP INSURANCE

SECTION III - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE - .00674	1	LS	$ (1,780.76)	$ (1,780.76)
2	WRAP INSURANCE - .00674 - Change Order #1	1	LS	$ 91.49	$ 91.49
3	WRAP INSURANCE - .00674 - Change Order #2	1	LS	$ (36.91)	$ (36.91)
				TOTAL	$ (1,726.18)

SCHEDULE OF UNIT PRICES
VOF-SUGAR CANE PP & REC
RP FENNEY, LLC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (4%)	$	9,970.08
GEOTECHNICAL TESTING - (2%)	$	4,985.04
TOTAL SECTION I	$	[redacted]
COST PER SPACES (44 SPACES)	$	[redacted]
SECTION II: - COW		
TOTAL - SANITARY SEWER - COW	$	1,414.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	12,183.00
TOTAL SECTION II	$	13,597.00
COST PER SPACES (44 SPACES)	$	309.02
TOTAL		[redacted]
SECTION III - WRAP		
WRAP INSURANCE - (.00674)	$	(1,726.18)
TOTAL SECTION III	$	(1,726.18)
GRAND TOTAL SECTIONS I, II & III	$	[redacted]
COST PER SPACES (44 SPACES)	$	[redacted]

OWNER:
THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
Name: Tommy McDonough
Its: Vice President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory
Name: William W Gregory
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

MASTER UTILITIES

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated September 9, 2016

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Master Utilities

You are notified that the Contract Time under the above contract will commence to run on: **September 9, 2016.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Master Utilities** **(Includes thru Plan Revision #6 – Dated: 9-8-2016)**	**December 1, 2016**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

Date: September 9, 2016

CONTRACTOR

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: September 9, 2016

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 9th day of September in the year 2016 by and between RP Fenney, LLC., a Florida Limited Liability Company (hereinafter called OWNER) and Bill Gregory Excavating, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of site work improvements consisting of Master Utilities.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney **Master Utilities** **(Includes thru Plan Revision #6 – Dated: 9-8-2016)**	**December 1, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars ($100.00) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney – Master Utilities.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages of Lake-Sumter, Inc.
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **September 9, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 9th day of September, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Barberree

Its: President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

SCHEDULE OF UNIT PRICES

Wildwood Springs - AKA - The Village of Fenney

RP FENNEY, LLC.

MASTER UTILITIES

CITY OF WILDWOOD - MASTER POTABLE WATER - (District)

SECTION III - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" x 12" x 8" P.V.C. Wye	1	EA.	$ 200.00	$ 200.00
2	12" x 6" P.V.C. Reducer	1	EA.	$ 165.00	$ 165.00
3	12" x 8" P.V.C. Reducer- drainage	1	EA.	$ 225.00	$ 225.00
4	12" X 45° P.V.C. Bend	1	EA.	$ 150.00	$ 150.00
5	Tie into Existing	2	EA.	$ 250.00	$ 500.00
6	12"X 8" Reducer- water	1	EA.	$ 180.00	$ 180.00
7	12" x 10" wet tap/ sleeve	1	EA.	$ 2,500.00	$ 2,500.00
8	12" Water Main	104	L.F.	$ 22.00	$ 2,288.00
9	18" X 10" WYE	1	EA.	$ 270.00	$ 270.00
10	8" PVC	21	L.F.	$ 11.00	$ 231.00
11	10" X 8" WYE	1	EA.	$ 175.00	$ 175.00
12	8" Gate Valve and Box	1	EA.	$ 1,050.00	$ 1,050.00
				TOTAL	**$ 7,934.00**

CITY OF WILDWOOD - MASTER SANITARY SEWER - (District)

SECTION III - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" P.V.C. Force Main	1,256	L.F.	$ 10.00	$ 12,560.00
2	4" X 45° M.J.D.I. Bend	8	EA.	$ 22.00	$ 176.00
3	Tie into Existing- Force Mail	2	EA.	$ 250.00	$ 500.00
				TOTAL	**$ 13,236.00**

FWCA - MASTER IRRIGATION DISTRIBUTION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	10" P.V.C. Water Main		L.F.		
2	10" X 45° M.J.D.I. Bend		EA.		
3	10" Gate Valve		EA.		
4	Tie into Existing 10" Irrigation		EA.		
5	1" Gate Valve and Box		EA.		
6	2" Gate Valve and Box		EA.		
7	3" Gate Valve and Box		EA.		
8	2" P.V.C. Pipe		L.F.		
9	10" x 1" Tapping Saddle		EA.		
10	10" x 2" Tapping Saddle		EA.		
11	10" x 3" Tapping Saddle		EA.		
12	1" Irrigation meter		EA.		
13	3/4" irrigation meter		EA.		
14	10" 90 BEND		EA.		
15	1" PVC		L.F.		
16	1" SERVICE SADDLE		EA.		
17	12" P.V.C. Force Main Pipe		L.F.		
18	12"x45 M.J.D.I Bend		EA.		
19	12"x12"x12" Tee		EA.		
20	12" Gate Valve and Box		EA.		
				TOTAL	

WRAP INSURANCE

SECTION V - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE	$ 96,514.06		-0.00674	$ (650.50)
				TOTAL	$ (650.50)

SUMMARY

SECTION III:		
CITY OF WILDWOOD - MASTER POTABLE WATER - (District)	$	7,934.00
CITY OF WILDWOOD - MASTER SANITARY SEWER - (District)	$	13,236.00
TOTAL - SECTION III	$	[redacted]
SECTION IV:		
FWCA - MASTER IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (3.99%)	$	3,642.04
GEOTECHNICAL TESTING - (2.00%)	$	1,821.02
	TOTAL	[redacted]
SECTION V:		
WRAP INSURANCE - (0.00674)	$	(650.50)
TOTAL - SECTION V	$	(650.50)
GRAND TOTAL SECTIONS III, IV & V	$	[redacted]
COST PER PARKING SPACE - (82 SPACES)	$	[redacted]

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: Dean Barberree
Its: President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory
Name: William Gregory
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

PUTT-N-PLAY

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated April 4, 2017

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
PUTT-N-PLAY

You are notified that the Contract Time under the above contract will commence to run on: **April 4, 2017.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Putt-n-Play** **(Thru Plan Revisions #4)**	**August 15, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: April 4, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: April 4, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **4th** day of **April** in the year **2017** by and between **The Villages of Lake-Sumter Inc.** (hereinafter called OWNER) and **Bill Gregory Excavating, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding Putt-N-Play; Drainage, Roads, Roadway Rough Grade, Sanitary Sewer, Water Distribution, FWCA Irrigation, Construction Staking & Geotechnical Testing.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates**		**McDonough Development Services**
	4450 NE 83rd Road	**AND**	**4450 N.E. 83rd Road**
	Wildwood, FL 34785		**Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs AKA – The Village of Fenney **Putt-N-Play** **(Includes thru Plan Revision #4)**	**August 15, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Putt-N-Play**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **April 4, 2017** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 4th day of April , 2017

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: _____

Name: Tom McDonough

Its: Vice President

Date: April 4, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: _____

Name: William Gregory

Its: President

Date: April 4, 2017

SCHEDULE OF UNIT PRICES
VOF-Putt-N-Play
INCLUDES REV #1,2,3,4
RP FENNEY, LLC.

DRAINAGE

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" S.D. (HDPE)		L.F.		
2	6" S.D. (HDPE)		L.F.		
3	12" S.D. (HDPE)		L.F.		
4	15" S.D. (HDPE)		L.F.		
5	18" S.D. (HDPE)		L.F.		
6	24" S.D. (HDPE)		L.F.		
7	Type "C" Inlet		EA.		
8	Type " P-9" Curb Inlet		EA.		
9	15" x 4" WYE		EA.		
10	Manhole Ring and Cover		EA.		
11	12" Yard Drain		EA.		
12	SILT FENCE		L.F.		
13	TIE INTO EXISTING		EA.		
14	12" END CAP		EA.		
15	12" X 22.5" BEND		EA.		
				TOTAL	

ROADS

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade		S.Y.		
2	12" Compacted Subgrade		S.Y.		
3	4" Crushed Concrete Base		S.Y.		
4	6" CRUSHED CONCRETE		S.Y.		
5	1" Type SP 9.5 Asphalt 1 LIFT		S.Y.		
6	Prime Coat X2		S.Y.		
7	6" Edge Curb		L.F.		
8	Cart Parking Curb		L.F.		
9	Transition Curb		L.F.		
10	Trech Curb		L.F.		
11	4" 3000psi Concrete Sidewalk		S.Y.		
12	Brick Pavers (Putt Putt pedestrian hole connections per MPA)		S.Y.		
13	4 Board Fence		L.F.		
14	Monument Sign		EA.		
15	Carts Only Sign, Post Mounted 2 SIDED		EA.		
16	4" Solid White Stripe (Paint)		L.F.		
17	12" Solid White Stripe (Paint)		L.F.		
18	No Parking Sign		EA.		
19	Removable Bollard		EA.		
20	1.5" SP 9.5 ASPHALT (2) 3/4" LIFTS		S.Y.		
21	LAWN BOWL/ CORQUET COURT RAMPS W/ PERIMETER BOARD		L.S		
				TOTAL	

ROADWAY SLEEVES

SECTION I - District

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" Irrigation Sleeve		L.F.		
2	3" Irrigation Sleeve		L.F.		
3	4" Irrigation Sleeve		L.F.		
4	6" Irrigation Sleeve		L.F.		
5	1-1/2" Telephone Conduit		L.F.		
6	2" Electric Conduit		L.F.		
				TOTAL	

SCHEDULE OF UNIT PRICES
VOF-Putt-N-Play
INCLUDES REV #1,2,3,4
RP FENNEY, LLC.

UTILITY TRENCHING & FINISH GRADING

SECTION II - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Building Pad Preparation		S.Y.		
2	Lawn Bowl & Croquet Court		S.Y.		
3	ROUGH GRADE (ALL INCLUSIVE)		L.S		
				TOTAL	

SANITARY SEWER - COW

SECTION III - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	6" P.V.C Service Line	93	L.F.	$ 11.00	$ 1,023.00
2	6" P.V.C. Cleanout	3	EA.	$ 200.00	$ 600.00
3	6" X 6" X 6" PVC Wye	1	EA.	$ 60.00	$ 60.00
4	TIE INTO EXISTING	1	EA.	$ 250.00	$ 250.00
				TOTAL	$ 1,933.00

WATER DISTRIBUTION - COW POTABLE

SECTION III - COW

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	1" Service Line	463	L.F.	$ 5.00	$ 2,315.00
2	1" Gate Valve w/ Box	1	EA.	$ 125.00	$ 125.00
3	1" x 1" x 1" Tee	1	EA.	$ 125.00	$ 125.00
4	1" Hose Bibb w/ Vacuum Break	1	EA.	$ 120.00	$ 120.00
5	3/4" Meter Box Assembly	1	EA.	$ 790.00	$ 790.00
6	3/4" Reduced Pressure Backflow Preventer	1	EA.	$ 650.00	$ 650.00
				TOTAL	$ 4,125.00

FWCA - IRRIGATION DISTRIBUTION

SECTION IV - FWCA

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	3" P.V.C. Irrigation Main		L.F.		
2	6" P.V.C. Irrigation Main		L.F.		
3	6" x 45° M.J.D.I. Bend		EA.		
4	6" x 22.5° M.J.D.I. Bend		EA.		
5	3" GATE VALVE		EA.		
6	6" x 3" Saddle Tap		EA.		
7	3" Meter Box Assembly, Single		EA.		
8	TIE INTO EXISTING		EA.		
9	6"X3" REDUCER		EA.		
				TOTAL	

WRAP INSURANCE

SECTION IV - Developer

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	WRAP INSURANCE - .00674	-1	L.S.	$ 1,173.94	$ (1,173.94)
				TOTAL	$ (1,173.94)

SCHEDULE OF UNIT PRICES

VOF-Putt-N-Play

INCLUDES REV #1,2,3,4

THE VILLAGES OF LAKE-SUMTER, INC.

SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (4%)	$	6,572.62
GEOTECHNICAL TESTING - (2%)	$	3,286.31
TOTAL - SECTION I	$	[redacted]
COST PER SPACE 77 SPACES	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING		
TOTAL - UTILITY TRENCHING	$	[redacted]
TOTAL - FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER SPACES 77 SPACES	$	[redacted]
SECTION III: - COW		
TOTAL - SANITARY SEWER - COW	$	1,933.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	4,125.00
TOTAL - SECTION III	$	6,058.00
COST PER SPACES 77 SPACES	$	78.68
SECTION IV: - FWCA		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER SPACES 77 SPACES	$	[redacted]
SUB-TOTAL:		[redacted]
SECTION V:		
WRAP INSURANCE -	$	(1,173.94)
TOTAL - SECTION V	$	(1,173.94)
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER SPACES 77 SPACES	$	[redacted]

OWNER:
THE VILLAGES OF LAKE-SUMTER, INC.

By: _____
Name: Tommy McDonough
Its: Vice President

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: _____
Name: Bill Gregory
Its: President

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

WILDWOOD SPRINGS
AKA – THE VILLAGE OF FENNEY
OFFSITE SANITARY FORCE MAIN EXTENSION

RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

JUNE 1, 2016

Contractor: Rainey Construction

NOTICE TO PROCEED

Dated June 1, 2016

TO: Rainey Construction Company, Inc.
(CONTRACTOR)

ADDRESS: 4477 E CR 462
Wildwood, Florida 34785

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Offsite Sanitary Force Main Extension

You are notified that the Contract Time under the above contract will commence to run on: **On-site start after permit is received.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs AKA – The Village of Fenney Force Main Extension Plans Dated: 5/24/2016	September 15, 2016

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: Dean Bardsdale

Its: President

Date: 6/7/16

CONTRACTOR

RAINEY CONSTRUCTION COMPANY, INC.

By: _____

Name: Ike Rainey

Its: President

Date: 6-1-16

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the 1st day of June in the year 2016 by and between RP Fenney, LLC, a Florida Limited Liability Company (hereinafter called OWNER) and Rainey Construction Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of Off Site Sanitary Force Main Extension for Wildwood Springs – (The Village of Fenney).

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Force Main Extension** **Plans Dated: 5/24/2016**	**September 15, 2016**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney Force Main Extension Plans dated: May 24, 2016.**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee.
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Dean Barberree
RP FENNEY, LLC
5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

And

Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **June 1, 2016** (which is the Effective Date of the Agreement).

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: _____

Its: _____

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 1st day of June, 2016

OWNER:

RP FENNEY, LLC,
a Florida limited liability company

By: READER & PARTNERS, LLC,
a Florida limited liability company,
Its Manager

By: _____

Name: _____

Its: _____

CONTRACTOR:

RAINEY CONSTRUCTION COMPANY, INC.

By: _____
Ike Rainey, President

SCHEDULE OF UNIT PRICES
Wildwood Springs Forcemain Ext.
R.P. Fenney, LLC, Owner

FORCE MAINS

SECTION I - City of Wildwood

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" P.V.C. Force Main (DR-25)	4,860	L.F.	$28.15	$136,809.00
2	2" Air Release Valve and Box	3	EA.	$4,765.00	$14,295.00
3	12" Gate Valve and Box	7	EA.	$2,355.00	$16,485.00
4	12" X 45° M.J.D.I. Bend	12	EA.	$890.00	$10,680.00
5	14" X 12" Wet Tap	1	EA.	$9,065.00	$9,065.00
6	16" HDPE Force Main (DR-11)	989	L.F.	$97.00	$95,933.00
7	24" Steel Casing	237	L.F.	$370.00	$87,690.00
8	PVC to HDPE Adapter	6	EA.	$2,070.00	$12,420.00
9	Staking	1	L.S.	$5,000.00	$5,000.00
10	Geotechnical Testing	1	L.S.	$2,000.00	$2,000.00
11	Restoration	4,860	L.F.	$4.20	$20,412.00
12	Bac-T & Pressure Testing & As-builts	1	L.S.	$4,000.00	$4,000.00
13	Relocate Mailbox	3	EA.	$175.00	$525.00
				TOTAL	**$415,314.00**

SUMMARY

SECTION I: - CITY OF WILDWOOD

TOTAL - FORCE MAINS	$	$415,314.00
TOTAL - SECTION I	$	**$415,314.00**
COST PER LINEAR FOOT (6,336 LF)	$	**$65.55**

OWNER:
RP FENNEY, LLC, a Florida Limited Liability Company

By: _____
Name: DEAN BARBATSIS
Its: PRESIDENT

CONTRACTOR:

By: _____

RP FENNEY, LLC

5850 T.G. LEE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32822

CHANGE ORDER

CHANGE ORDER #1

August 18, 2016

PROJECT: Wildwood Springs -AKA- The Village of Fenney Force Main Extension

OWNER: The Villages of Lake-Sumter, Inc.

CONTRACTOR Rainey Construction

General Description of Changes:

Change Order includes the tie-in at CR501, deduction for the directional bore and includes restoration of the areas where open cut the trench instead of the directional bores.

The following changes are hereby made to the Contract Documents:

SECTION I - City of Wildwood

Item #:	1	12" P.V.C. Force Main (DR-25)	Add	989	L.F.	@	$	28.15	= $27,840.35
Item #:	3	12" Gate Valve and Box	Add	1	EA	@	$	2,355.00	= $2,355.00
Item #:	4	12" X 45° M.J.D.I. Bend	Add	1	EA	@	$	890.00	= $890.00
Item #:	6	14" X 12" Wet Tap	Deduct	(1)	EA	@	$	9,065.00	= ($9,065.00)
Item #:	6	16" HDPE Force Main (DR-11)	Deduct	(989)	L.F.	@	$	97.00	= ($95,933.00)
Item #:	7	24" Steel Casing	Deduct	(97)	L.F.	@	$	370.00	= ($35,890.00)
Item #:	8	PVC to HDPE Adapter	Deduct	(6)	EA	@	$	2,070.00	= ($12,420.00)
Item #:	11	Restoration	Add	950	L.F.	@	$	4.20	= $3,990.00
Item #:	14	14" X 14" X 12" M.J.D.I. Wye	Add	1	EA	@	$	6,500.00	= $6,500.00
Item #:	15	14" M.J.D.I. Sleeve	Add	2	EA	@	$	2,000.00	= $4,000.00
Item #:	16	14" P.V.C. Force Main (DR 18)	Add	40	L.F.	@	$	95.00	= $3,800.00
Item #:	17	Restocking Charge (16" HDPE & Adapters)	Add	1	EA	@	$	5,000.00	= $5,000.00
Item #:	18	Driveway/Sidewalk/Asphalt Repairs	Add	1	LS	@	$	8,500.00	= $8,500.00

SECTION I - TOTAL: = ($90,432.65)

SECTION II

Item #:	1	WRAP Insurance	Deduct	$ 324,881.35	L.S.	@		(0.00292)	= ($948.65)

SECTION II - TOTAL: = ($948.65)

CHANGE ORDER TOTAL: = ($91,381.30)

CHANGE TO CONTRACT PRICE:

Original Contract Price:	$415,314.00
Current Contract Price, as adjusted by previous Change Orders:	$415,314.00
Due to this Change Order, the Contract Price will be increased by:	($91,381.30)
Due to this Change Order, the New Contract Price will be:	$323,932.70

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

RAINEY CONSTRUCTION: Jim Rainey, President — Date 8-18-16

MDS: Tom McDonough, Vice-President — Date 8.18.16

FBA: Fisher Barley & Associates — Date: 8/24/16

RP Fenney, LLC: Dean Barberree, President — Date 8/26/16

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

THE VILLAGE OF FENNEY

HAMMOCK GOLF MAINTENANCE FACILITY
AND
HUMMINGBIRD POSTAL PARK

THE VILLAGES OF LAKE-SUMTER, INC.
4450 N.E. 83rd Road
Wildwood, Florida 34785

Contractor: Bill Gregory Excavating

NOTICE TO PROCEED

Dated January 11, 2017

TO: Bill Gregory Excavating, Inc.
(CONTRACTOR)

ADDRESS: 10889 N US Hwy 301
Oxford, Florida 34484
Email: Office@bgexcavating.com
Telephone: 352-748-2781

PROJECT: **Wildwood Springs - AKA - (The Village of Fenney)**
Hammock Golf Maintenance Facility & Hummingbird Postal Park

You are notified that the Contract Time under the above contract will commence to run on: **January 11, 2017.** By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and Final Completion are as follow:

DEVELOPMENT	FINAL COMPLETION
Wildwood Springs **AKA – The Village of Fenney** **Hammock Golf Maintenance Facility &** **Hummingbird Postal Park** **(Includes thru Plan Revision #6 – Dated: 1-3-2017)**	**June 1, 2017**

Before you may start any Work at the site, Article 2.05 Paragraph C of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by:

OWNER:
THE VILLAGES OF LAKE-SUMTER

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: January 11, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: January 11, 2017

CONSTRUCTION AGREEMENT

THIS AGREEMENT is dated as of the **11th** day of **January** in the year **2017** by and between **The Villages of Lake-Sumter Inc.** (hereinafter called OWNER) and **Bill Gregory Excavating, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The Project generally involves the construction of sitework improvements consisting of basic infrastructure surrounding a golf maintenance building and postal park facility including, but not limited drainage, roads, roadway sleeves, utility trenching & finish grading, COW- sanitary sewer, COW - water distribution – potable, FWCA irrigation distribution, geo technical testing and construction staking.

Article 2. ENGINEER.

Engineer:	**Farner, Barley & Associates** **4450 NE 83rd Road** **Wildwood, FL 34785**	**AND**	**McDonough Development Services** **4450 N.E. 83rd Road** **Wildwood, Florida 34785**

ENGINEER is to act, together with such other persons or firms as authorized by the OWNER, as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER authorizes the OWNER's Engineer, or such other persons or firms as authorized by the OWNER, to execute on behalf of OWNER, Change Orders and / or Work Directives changing the Scope of the Work, the Total Price, the Schedule of Values or similar contractual provisions.

Article 3. CONTRACT TIMES.

3.1 For each Project Segment, the Work will be Substantially Completed, Finally Completed and ready for final payment in accordance with Article 10 of the Supplementary General Conditions on or before the following dates:

PROJECT SEGMENT	**FINAL COMPLETION**
Wildwood Springs AKA – The Village of Fenney **Hammock Golf Maintenance Facility and Hummingbird Postal Park** **(Includes thru Plan Revision #6 – Dated: 1-3-2017)**	**June 1, 2017**

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work for each Project Segment is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11, Time of Completion, of the Supplementary General Conditions. They also recognize the delays, expense and difficulties involved in determining the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred** dollars (**$100.00**) for each Project Segment for each day that expires after the time specified in paragraph 3.1 for Substantial Completion of that Project Segment until the Work is Substantially Complete. After Substantial Completion, if the CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred and 00/100 dollars ($100.00)** for each Project Segment for each day that expires after the time specified in paragraph 3.1 for completion of that Project Segment and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equivalent to the Unit Price breakdown set forth in the attached Exhibit multiplied by the percentage of units completed.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 9 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the **25th** day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the Schedule of Unit Prices based on the number of units completed.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

100 % of Work completed. **50**% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Article 9 of the Supplementary General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 9 of the Supplementary General Conditions.

5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with Article 10 of the Supplementary General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Article 10.

Article 6. INTEREST.

All money not paid when due as provided in Article 9 or 10 of the Supplementary General Conditions shall bear interest at the rate of ten percent (10%) per annum.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

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

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the General Conditions as provided in Paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of the Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Change Orders, Work Orders and/or Work Directives, as issued after the Effective Date of the Agreement.

8.2 This Agreement (pages 1 to 6, inclusive) together with all attachments thereto.

8.3 Drawings bearing the following general title: **Wildwood Springs AKA The Village of Fenney – Hammock Golf Maintenance and Hummingbird Postal Park Facility**

8.4 The Village of Fenney Construction & Development Manual (May 1, 2016 Edition), including (all the latest updates as of this contract date):

8.4.1 Supplementary General Conditions
8.4.2 Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee..
8.4.3 Construction Details.
8.4.4 Construction Specifications.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents shall be read together, however, in the event of a conflict between Contract Documents cannot be resolved, the order of the Contract Documents set forth above shall control with Article 8.1 given the greatest priority and Article 8.5 the least priority (and similarly Article 8.4.1 shall be given the greatest priority of Article 8.4 documents and 8.4.4 shall be given the least priority of Article 8.4 documents.)

Article 9. Notices.

Address (for NTO):
Attention: Tommy McDonough
The Villages
McDonough Development Services
4450 N.E. 83rd Road
Wildwood, Florida 34785

Article 10. Miscellaneous.

10.1 Terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions.

10.2 Assignment by CONTRACTOR. No assignment by CONTRACTOR of any rights in the Contract Documents will be binding on OWNER without the written consent of OWNER; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, will not release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

Assignment by OWNER. OWNER shall be permitted to assign this agreement. In the event N/A provides notice to CONTRACTOR that District will be taking over the Work, CONTRACTOR shall recognize District as the assignee of this agreement unless OWNER provides written notice to CONTRACTOR directing otherwise within seven (7) days of the notice from District contemplated herein.

10.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on **January 11, 2017** (which is the Effective Date of the Agreement).

OWNER:

THE VILLAGES OF LAKE-SUMTER, INC.
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

CONTRACTOR:

BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

INSURANCE ADDENDUM

Notwithstanding the insurance provisions found in the Standard General Conditions of the Construction Contract, the following shall apply to the work performed under this Construction Agreement:

(i) Contractor shall utilize the Owner Controlled Insurance Program (the "Wrap") for the Contractor's general liability exposure related to all work performed under this Construction Agreement. Contractor agrees to take the necessary steps to enroll in the Wrap and comply with all requirements of the Wrap. The Wrap manual explaining the coverages and obligations of Contractor as a participant in the Wrap is attached as Schedule 1 of this Addendum and obligations found therein applicable to the Contractor shall be part of and incorporated into the Construction Contract through this Addendum.

(ii) Contractor shall cause all those working on site through Contractor (subcontractors and subs of subcontractors) at the project generally known as Village of Fenney to enroll in the Wrap and to comply with all requirements of the Wrap.

(iii) For those insurance coverages mandated by the Standard General Conditions of the Construction Contract and not provided as part of the Wrap, Contractor shall obtain those coverages and this Addendum shall not alter the requirements for those insurance coverages. Further, Contractor acknowledges that the Wrap covers Contractor's general liability exposure only for work performed at Village of Fenney and Contractor must separately purchase general liability coverage for other work performed by Contractor.

This Insurance Addendum is dated this 11th day of January, 2017

OWNER:
THE VILLAGES OF LAKE-SUMTER
MCDONOUGH DEVELOPMENT SERVICES

By: Tom McDonough

Name: Tom McDonough

Its: Vice President

Date: January 11, 2017

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory

Name: William Gregory

Its: President

Date: January 11, 20167

SCHEDULE OF UNIT PRICES
VOF-Hammock GMF And Hummingbird PP
RP FENNEY, LLC.
SUMMARY

SECTION I:		
TOTAL - DRAINAGE	$	[redacted]
TOTAL - ROADS	$	[redacted]
TOTAL - ROADWAY SLEEVES	$	[redacted]
SUBTOTAL	$	[redacted]
CONSTRUCTION STAKING - (4%)	$	$19,945.26
GEOTECHNICAL TESTING - (2%)	$	$9,972.63
TOTAL - SECTION I	$	[redacted]
COST PER SPACES (68 SPACES)	$	[redacted]
SECTION II: - UTILITY TRENCHING & FINISH GRADING		
TOTAL - ROUGH GRADE/FINISH GRADING	$	[redacted]
TOTAL - SECTION II	$	[redacted]
COST PER SPACES (68 SPACES)	$	[redacted]
SECTION III: - COW		
TOTAL - SANITARY SEWER - COW	$	$65,431.00
TOTAL - WATER DISTRIBUTION - COW POTABLE	$	$16,725.00
TOTAL - SECTION III	$	$82,156.00
COST PER SPACES (68 SPACES)	$	$1,208.18
SECTION IV: - FWCA		
TOTAL - FWCA - IRRIGATION DISTRIBUTION	$	[redacted]
TOTAL - SECTION IV	$	[redacted]
COST PER SPACES (68 SPACES)	$	[redacted]
SECTION V:	**TOTAL**	[redacted]
WRAP INSURANCE -	$	-3,562.42
TOTAL - SECTION V	$	-3,562.42
GRAND TOTAL SECTIONS I, II, III, IV & V	$	[redacted]
COST PER SPACES (68 SPACES)	$	[redacted]

OWNER:
~~RP FENNEY, LLC, a Florida Limited Liability Company~~

By: Tom Merlonay
Name: ~~Dean Barberree~~
Its: ~~President~~ V.P.

CONTRACTOR:
BILL GREGORY EXCAVATING, INC.

By: William W Gregory
Name: William W Gregory
Its: President

McDONOUGH DEVELOPMENT SERVICES

4450 N.E. 83RD ROAD, WILDWOOD, FLORIDA 34785
PHONE: (352) 753-6219
FAX: (352) 753-6786

CHANGE ORDER #1
July 7, 2017

PROJECT: Hammock GMF and Hummingbird PP
OWNER: The Villages of Lake-Sumter, Inc.
CONTRACTOR Bill Gregory Excavating, Inc.

General Description of Changes:

Change Order due to FBA Revisions and Items not installed.

The following changes are hereby made to the Contract Documents:

SECTION 1 - ROADS

Item #:								
1	- Roads	Deduct	[redacted]	LS	@	[redacted]	=	[redacted]

SECTION 1 - ROADS - TOTAL: = [redacted]

SECTION 2 - UTILITY TRENCHING & FINISH GRADING

Item #:								
1	- Utility Trenching & Finish Grading	Deduct	[redacted]	LS	@	[redacted]	=	[redacted]

SECTION 2 - UTILITY TRENCHING & FINISH GRADING - TOTAL: = [redacted]

SECTION 3 - COW

Item #:								
1	- Sanitary Sewer - COW	Deduct	1	LS	@	$ (3,271.55)	=	($3,271.55)

SECTION 3 - COW - TOTAL: = ($3,271.55)

CHANGE ORDER TOTAL: [redacted]

CHANGE TO CONTRACT PRICE:

Original Contract Price: [redacted]
Current Contract Price, as adjusted by previous Change Orders: [redacted]
Due to this Change Order, the Contract Price will be increased by: [redacted]
Due to this Change Order, the New Contract Price will be: [redacted]

CHANGE TO CONTRACT TIME

The contact time will be (increased/decreased) by: 0 calendar days.

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

ENGINEER _____ Date 7-12-17

OWNER _____ Date 7.19.17

CONTRACTOR William W Gregory Date 7-10-17

C.O.