

GENERAL CONTRACT

OWNER: RIVER RANCH RV RESORT OWNERS ASSOCIATION, INC. 3400 RIVER RANCH ROAD RIVER RANCH FL 33867		PHONE: 863-692-1116	DATE:
CONTRACTOR: CENTRAL CONCRETE PRODUCTS, INC 2271 SR 60 EAST BARTOW FL 33830		PROJECT NAME: CONCRETE ROADWAY IMPROVEMENTS – PHASE 2 AND LAKE REGATTA FILL/GRADING	
OWNERS PROJECT REPRESENTATIVE: ERIC SUESZ			
SCOPE PER ATTACHED EXHIBITS A AND B	DATE OF PLANS: N/A		

Work: For purposes of this Agreement the term "Work" shall mean all labor, materials and equipment necessary for General Contractor to construct that work more particularly described in the Specifications and Drawings listed on Schedule "A" attached hereto.

Contract Price: The Contract Price for the Work shall amount to three hundred thousand five hundred sixty Dollars and No/100 Dollars (\$300,560.00) is subject to adjustment as provided for herein. This is a unit price contract.

Payment of Contract Price: The Contract Price shall be paid by Owner approved bi-monthly periodic payment request less 10% retainage. Owner approved periodic payment requests are due no later than 5 business days following submission. Material providers releases of lien for the previous payment period must be submitted with each request subsequent pay request. Properly submitted and approved payment requests, less retainage will be made within 5 business days The final payment of the Contract Price shall constitute a waiver of all claims by Owner against General Contractor except those previously made in writing and remaining unsettled and subject to the warranty provision.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

STATUTORY NOTICE. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

TERMS OF GENERAL CONTRACT

THE PRICES, SPECIFICATIONS, AND TERMS AND CONDITIONS SET FORTH ON THE FACE AND THREE (3) ACCOMPANYING PAGES OF THIS GENERAL CONTRACT ARE MATERIAL AND INTEGRAL PARTS OF THIS GENERAL CONTRACT AND ARE HEREBY ACCEPTED BY OWNER. OWNER'S ACCEPTANCE CAN BE SIGNIFIED BY THE EXECUTION AND RETURN OF THIS GENERAL CONTRACT TO THE GENERAL CONTRACTOR.

DATE: 5-18-20
DATE: 5/18/2020

OWNER SIGNATURE John Anthony [Signature]
GENERAL CONTRACTOR SIGNATURE David Lewis

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* AS VOTED ON IN Meeting 5-16-20

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TERMS AND CONDITIONS

Contract Documents: The phrase "Contract Documents" shall mean this Agreement, any change orders or addenda to this Agreement, the Specifications, the Drawings and any Exhibits. The order of precedence among the Contract Documents shall be as follows: This Contract, the exhibits, any addendum or change order, the Specifications and the Drawings.

Conditions to Payment: The General Contractor shall provide to the Owner with each application for payment waivers and releases of lien for all lienors serving notices to Owner. Except for the final payment, all such partial releases and waivers of lien shall be through a date thirty (30) days prior to the date on which payment is sought. The General Contractor shall provide a final release and waiver of lien and final contractor's affidavit with its final application for payment. All releases and waivers complying with the provisions of Chapter 713, Florida Statutes, shall be deemed sufficient for purposes of the waiver and release requirements set forth in this paragraph.

Schedule: The Work shall be completed within ninety (90) calendar days from the making of this Agreement. The General Contractor and Owner shall cooperate to determine the sequence in which the Work is to be performed. The Contractor is responsible for all means and methods associated with accomplishing the Work. The General Contractor shall provide the Owner with a progress and completion schedule and shall conform to that Schedule, including any changes to that schedule agreed to between the Owner and the General Contractor or required by circumstances beyond the General Contractor's control. The progress and completion schedule shall be prepared and delivered to the Owner within ten (10) days from the making of this Agreement.

Permits and Fees: The General Contractor shall secure all permits, inspections, licenses and approvals as may be required under all applicable building codes, ordinances, laws or regulations or performance of the Work. The cost of all such permits, inspections and approvals as may be required under applicable building codes, ordinances, laws or regulations for the Work shall be borne by Owner and shall be reimbursed to the General Contractor. Such reimbursement shall be an addition to the payment to General Contractor of the Contract Price. The Owner is responsible for ensuring that all land use requirements have been satisfied so as to permit the Work to proceed. In that regard, the Owner shall be exclusively responsible for paying and/or reimbursing to General Contractor all impact fees associated with the performance of the Work.

Owner's Responsibilities: The Owner shall provide the General Contractor of such evidence of financing and/or an ability to satisfy the Contract Price as may be required by the General Contractor in its sole discretion. In addition, the Owner shall provide to the Contractor all surveys and geotechnical reports which it possesses with respect to the Project Site.

Owner's Representative: The Owner designates that representative referred to above as its Project Representative. The General Contractor shall coordinate the Work with the Owner's Project Representative.

Termination of General Contractor for Cause: If the General Contractor shall fail to commence work, fail to diligently prosecute work to the completion thereof in a diligent, efficient, timely, workmanlike, skillful, and careful manner and in accordance with the provisions of the Contract Documents, then the Owner shall have the right, if the General Contractor shall not cure any such default after ten

(10) days' written notice thereof, to terminate this and complete the Work in any manner it deems desirable, including engaging the services of other parties therefore. If after exercising any such remedy, the cost to the Owner of the performance of the balance of the Work is in excess of that part of the Contract Price which has not been paid to the General Contractor, the General Contractor shall be liable for and shall reimburse the Owner for such excess. The Owner shall be deemed to have waived and released any claim it possesses for consequential or special damages.

Termination of Owner for Cause: If the Owner fails to perform any of its obligations hereunder, the General Contractor shall have the right to give the Owner a written notice thereof, stating the nature of the default complained of. If the Owner does not cure such default within ten (10) days after receipt of such notice, the General Contractor shall have the right to terminate this Agreement by giving the Owner written notice thereof at any time thereafter while such default remains uncured and payment shall be made to the General Contractor for demobilization costs, the work performed to date, all outstanding costs incurred as of the date of termination and the General Contractor's estimated profit for the Project.

Warranty: The General Contractor warrants to the Owner that all materials and equipment furnished under this Agreement shall be new unless otherwise specified and that all Work performed under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. The General Contractor shall, at no expense to the Owner, correct any failure to fulfill the above warranty which may appear at any time within one (1) year (or, in the case of items as to which a longer warranty period is set forth in the Specifications, within such longer period) after the date of Final Completion. **THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH MIGHT OTHERWISE ENURE TO THE OWNER'S BENEFIT.**

Suspension of Work: If any payment is not made to the General Contractor as required under this Agreement, the General Contractor may suspend Work until payment is made. The General Contractor may also suspend work under this Agreement if a dispute over payment for extra work, differing site conditions, changes by the Owner or other circumstances beyond the General Contractor's control will cause the General Contractor to suffer substantial financial hardship if the General Contractor is required to continue the Work. The General Contractor may request the Owner provide written proof of the Owner's ability to pay the General Contractor Work to be performed under this Agreement at any time prior to or during the performance of this Agreement. The failure of Owner to provide proof satisfactory to General Contractor shall be a justification for the General Contractor's suspension of Work under this Agreement. When the event causing a suspension of the Work has been adequately addressed, the General Contractor shall be entitled to the issuance of a change order as provided for in this Agreement compensating it for additional expense and granting it any additional time which may be necessitated by the General Contractor's suspension of the Work.

Changes in Work: The Work shall be subject to changes or additions, deletions, or revisions by the Owner. The General Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders. To the extent the parties


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Initial

cannot agree on an appropriate adjustment to the Contract Price, the amount of adjustment shall be determined on the basis of the cost to the General Contractor plus fifteen percent (15%) for overhead and profit. The General Contractor shall not be obligated to perform changes in the Work or additional Work until the Owner has approved, in writing, the changes to the Contract Price and the Contract Time.


by reference and that it fully understands the totality of its responsibilities hereunder.

Insurance Requirements: General Contractor shall provide Workers' Compensation Insurance covering the employees of Owner with limits of One Hundred Thousand and No/100 Dollars (\$100,000.00), General Liability Insurance with limits of One Million and No/100 Dollars (\$1,000,000.00) per person and one Million and No/100 Dollars \$1,000,000.00 per accident and Commercial Automobile Coverage with limits of One Million and No/100 Dollars \$1,000,000.00). The General Liability Insurance coverage provided by General Contractor shall provide for product/completed operations coverage. The risk of any loss associated with work in place shall be borne by Owner and Owner shall take such action as it deems appropriate to protect itself from that exposure. General Contractor shall provide Owner with a certificate of insurance evidencing such coverage prior to the commencement of the Work contemplated hereunder of any change in or cancellation of said policies. Owner shall be reflected on General Contractor's certificate of insurance as an additional named insured.

Indemnification: In consideration of the first One Hundred and No/100 Dollars (\$100.00) to be paid hereunder and to the fullest extent permitted by law, Owner agrees to indemnify, hold harmless, and defend General Contractor and its agents, servants, and employees, from and against any and all claims, costs, expenses, or liability (including attorneys' fees), attributable to bodily injury, sickness, disease, or death, or to damage to, or destruction of property (including loss of use thereof) caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Owner, Owner's other contractors, their agents, servants, or employees. Owner's monetary obligation under this indemnification provision is specifically limited as provided in Florida Statute §725.06. The parties hereby agree that the foregoing monetary limitation bears a reasonable commercial relationship to the General Contract and Project. This indemnity clause is intended to comply with Florida laws on indemnity and, specifically, to comply with Florida Statute §725.06 and is to be interpreted in such a way as to be enforceable.

Legal Terms: The terms and provisions of this General Contract and any dispute arising in connection herewith shall be governed by and construed in accordance with Florida law. The parties agreed that all disputes arising under this General Contract shall be resolved by the Courts and not by arbitration. The parties further agree that the venue for any legal action brought in connection with this General Contract shall be in Lee County, Florida. In connection with any litigation arising out of this General Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

General: No modification, waiver, amendment, discharge or change of this General Contract shall be valid unless the same is in writing and executed by the party against whom enforcement is sought. This General Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of this General Contract shall be held invalid or unenforceable, the remaining portion of such provision, and the remaining provisions of this General Contract shall not be effected thereby. Owner acknowledges that it has read this General Contract and the documents incorporated herein


Initial

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Initial

January 8, 2020

Request for Bids – Concrete Roadway Improvements – Phase II

River Ranch RV Resort (RRRV) is requesting bids/proposals for concrete roadway improvements to the Phase II roadways. Phase II work generally consists of, but is not limited to, maintenance of traffic, demolition and removal of designated deteriorated roadway concrete pavement sections, constructing 6" LBR 40 compacted stabilized subgrade (95% Modified Proctor), concrete placement (4000 PSI), curing, jointing and finishing. Finish to closely match the remaining, existing adjacent surfaces. Safe access for residents and guests must be maintained at all time. Work site must be maintained in a clean manner throughout construction until final acceptance. Construction is expected to commence in March 2020 and be completed in May 2020. All testing for concrete and subgrade shall be the responsibility of the contractor and completed by a State of Florida Certified Soils/Testing company to provide acceptable written tests in compliance with FDOT Standards and Specifications.

Control Joints: Control joints should be cut within 8 hours of concrete set time and spaced at 10 feet spacing maximum for traverse joints. Longitudinal joints can be placed in the center of the street. All control joints are incidental to the placement of concrete and cost must be included in the unit price for pay items 4 and 5.

Bids are due on or before February 7th at 3:00 PM delivered electronically or by hand to:

Eric Suesz, LCAM
 River Ranch RV Resort
 30529 River Ranch Blvd.
 River Ranch FL 33867
 Eric_S@riverranchrv.com
 (863) 692-1116

Bid Items:

1. Maintenance of Traffic including providing acceptable MOT plan, all signage, barricades and devices necessary to provide a safe project and maintain access.
 Lump Sum Price: \$ 2,500.00
2. BMP's and Erosion Control, Inlet Protection
 Lump Sum Price: \$ 2,500.00
3. Demolition - Cut, remove and offsite disposal of existing deteriorated concrete roadway.
 2,800 SY @ \$ 15.00 SY Total \$ 42,000.00
4. 6" LBR 40 Stabilized Subgrade – compacted to 95% Modified Proctor including all excavation, placement, mixing, grading, etc.
 2,800 SY @ \$ 10.00 per SY Total \$ 28,000.00
5. 6" 4,000 PSI Concrete Roadway pavement including all necessary placement, curing, jointing, and finishing
 2,800 SY @ \$ 45.00 per SY Total \$ 126,000.00
6. Provide small area concrete removal and replacement for up to 10 areas greater than 5 SY and less than 10 SY
 80 SY @ \$ 162.00 per SY Total \$ 12,960.00

Total Bid: \$ 213,960.00

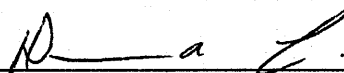
Add Alternates:

1. Provide concrete grinding at existing control joints, as directed, to provide smooth transitions.
1,000 LF @ \$ 25.00 per LF Total \$ 25,000.00.
2. Provide 1.5LB Commercial Fiber for Concrete Paving
2,800 SY @ \$ 2.00 per SY Total \$ 5,600.00.

Contractor to provide a valid current Certificate of Insurance naming River Ranch RV Resort as additional insured. Insurance shall include Statutory Worker Compensation and a minimum of \$1.0 Million Liability.

The contractor shall keep the streets clean at all times. Any damage to any part of the resort as a result of the contractor's work shall be restored to preexisting conditions or better. No work can take place on Holiday weekends.

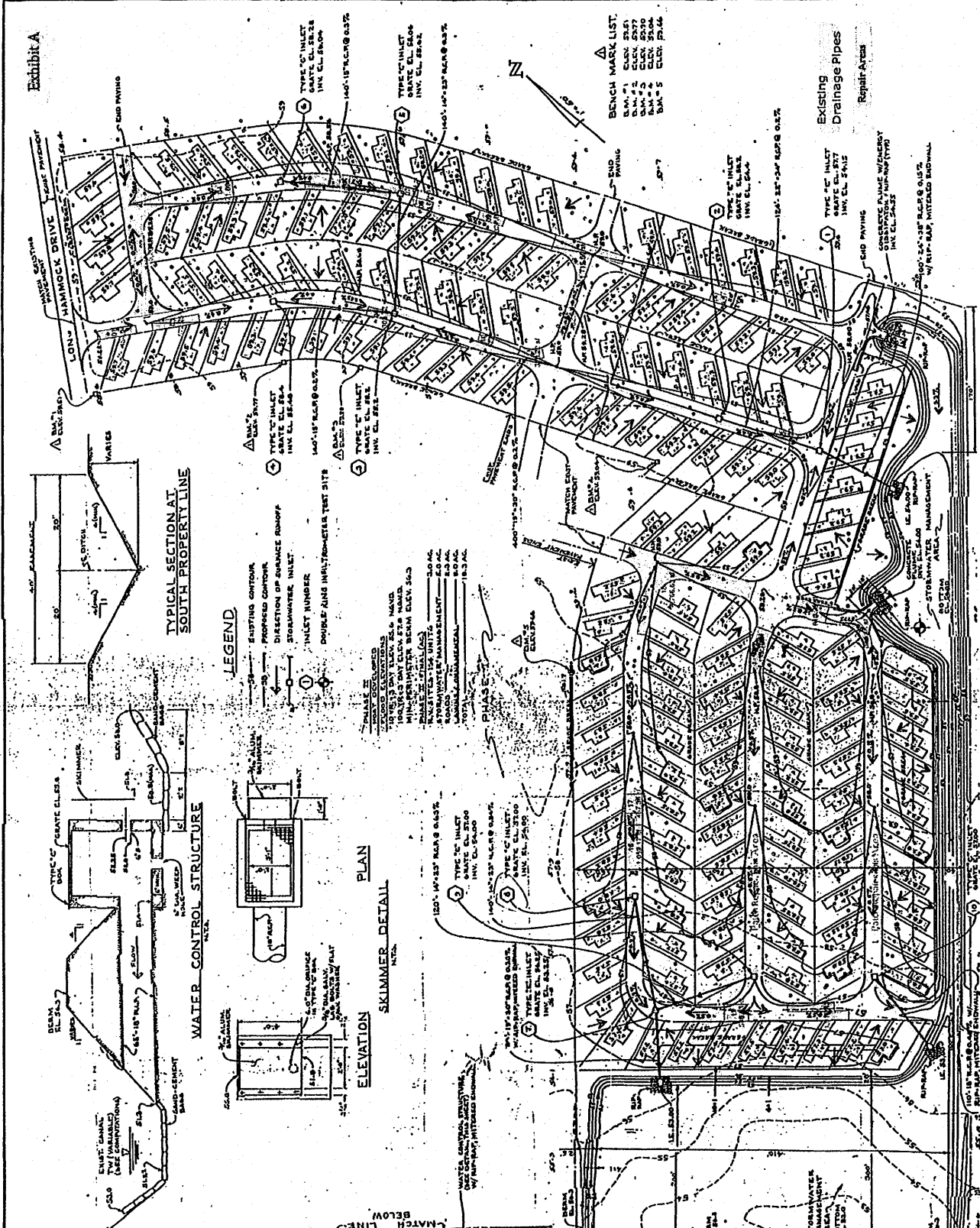
Bidder:

Contractor Name: Central Concrete products, Inc.
 Street Address: 2271 SE 60 East
 City, State, Zip: Bartow FL 33830
 Contact Name: David Lewis
 Contact Telephone Number: 863-537-5119
 Contact E-Mail Address: davidlewis@centralconcrete.net/cencon1@msn.com
 License Number: C6C062749
 Signature: 

This is a unit price bid and quantities will vary. Quantities will be field verified for periodic and final payment requests. 10% Retainage will be withheld until final acceptance by the Owner. Owners Representative will be Eric Suesz. Any questions should be submitted in writing to Eric and written answers will be provided to all potential bidders. Bidders are highly encouraged to visit the site to become familiar with the existing conditions. No consideration will be given to claims based upon existing conditions at the site that can be visibly detected from the surface through a site visit.




PROJECT NUMBER	5
CLIENT	THE OUTDOOR RESORTS RIVER RANCH
DATE	11/11/11
DESIGNED BY	ENVIORS, INC.
CHECKED BY	ENVIORS, INC.
DATE	11/11/11
PROJECT	PAVING, GRADING & DRAINAGE PLAN
NO.	1
DATE	11/11/11
BY	ENVIORS, INC.
CHECKED BY	ENVIORS, INC.
DATE	11/11/11
PROJECT	PAVING, GRADING & DRAINAGE PLAN
NO.	1
DATE	11/11/11
BY	ENVIORS, INC.
CHECKED BY	ENVIORS, INC.
DATE	11/11/11
PROJECT	PAVING, GRADING & DRAINAGE PLAN
NO.	1
DATE	11/11/11
BY	ENVIORS, INC.
CHECKED BY	ENVIORS, INC.
DATE	11/11/11



River Ranch	Conc	SF	Area	+ or -
1	455			
2	5,281			
3	573			
4	472			
5	1,555			
6	304			
7	173			
8	224			
9	328			
10	177			
11	320			
12	433			
13	1,716			
14	186			
15	280			
16	1,060			
17	468			
18	4,767			
19	589			
20	1,136			
21	1,017			
22	811			
23	387			
		22,712		

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CENTRAL CONCRETE PRODUCTS, INC.
2271 S.R. 60 EAST BARTOW, FL 33830
PH (863) 537-5119 FX (863) 537-5643

DATE: 5-12-2020
ATTENTION: Andy Powell
CUSTOMER: River Ranch HOA
PROJECT: Fill dirt placed in pond bottom
LOCATION: (Polk County)
ENGINEER: N/A

The following is our proposal on the above referenced project.

MISC CONCRETE WORK

ITEM #	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Mobilization for pond area	1	LS	\$ 1,500.00	\$ 1,500.00
2	Import and place fill dirt in pond area	1750	CY	\$ 32.00	\$ 56,000.00
MISC CONCRETE WORK					\$ 56,000.00

NOTES:

Quote includes import fill and place in pond bottom.
1,750 is an estimate only of fill dirt needed. Actual dirt installed will be invoiced at unit price of 32 \$ per cy.
We will provide dirt tickets with each load for billing purposes.
CCP will provide MOT
CCP will provide dewatering if necessary for pond area.

OTHERS RESPONSIBLE FOR:

Permits and Fees of any kind.
Testing and Asbuilts.
Sodding and utility repairs.
Surveying as needed.