



**COMMUNITY DEVELOPMENT
DISTRICT**

May 20, 2021

**REGULAR MEETING
AGENDA**



OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

May 13, 2021

Board of Supervisors
Grand Haven Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Grand Haven Community Development District will hold a Regular Meeting on Thursday, May 20, 2021 at 9:00 a.m., in the Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137. The agenda is as follows:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS *(3-Minute Rule)*
4. BUSINESS ITEMS
 - A. Discussion/Consideration: Suspension of Amenity Privileges
 - B. Consideration of Responses to RFP for District Manager Services
 - C. Ratification of Operations Manager's Annual Performance Evaluation
 - D. Discussion/Consideration: Phase 3 Restroom Project
 - E. Consider Authorization of RFP for FY2022 Road Resurfacing Plan for The Crossings and South Village Center Parking Lot
 - F. Continued Discussion: Non-Resident Annual Membership Fee
 - G. Consideration of Resolution 2021-06, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
 - H. Consider Suspension of COVID-19 Restrictions

5. CONSENT AGENDA ITEMS

A. ACCEPTANCE OF UNAUDITED FINANCIAL STATEMENTS

- Unaudited Financial Statements as of March 31, 2021

B. APPROVAL OF MINUTES

- I. April 1, 2021 Virtual Community Workshop
- II. April 15, 2021 Regular Meeting

6. STAFF REPORTS

- A. District Engineer: *DRMP, Inc.* [David Sowell]
- B. Amenity Manager: *Amenity Management Group, Inc.* [Robert Ross]
- C. Operations Manager: [Barry Kloptosky]
 - I. CIP
 - II. Monthly Report
- D. District Counsel: *Clark & Albaugh, LLP* [Scott Clark]

7. UPCOMING WORKSHOP AGENDA ITEMS

8. SUPERVISORS' REQUESTS

9. NEXT COMMUNITY WORKSHOP DATE: June 3, 2021 at 9:00 A.M.

- QUORUM CHECK

John Polizzi	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Dr. Merrill Stass-Isern	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Kevin Foley	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Michael Flanagan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Chip Howden	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

10. ADJOURNMENT

Should you have any questions, please do not hesitate to contact me directly at (904) 386-0186.

Sincerely,

 Howard McGaffney
 District Manager

“Due to the ongoing health and safety concerns with COVID-19, the District has limited the indoor seating capacity in the Grand Haven Room. Notice is hereby given that the public may be required to sit outdoors to listen/participate at meetings, and all attendees are required to wear masks. The Regular Meetings are held in person at the Grand Haven Room. Community Workshops will continue to be held virtually, via Zoom.”



COMMUNITY DEVELOPMENT DISTRICT

4E

**REQUEST FOR PROPOSALS
FOR CONSTRUCTION SERVICES
RFP 2022-001**

**GRAND HAVEN DEVELOPMENT – FY2022 ROAD PAVING
PALM COAST, FLAGLER COUNTY, FLORIDA**

Prepared for

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors:

**Chip Howden (Chair)
Kevin Foley (Vice Chair)
John Polizzi (Assistant Secretary)
Dr. Merrill Stass-iseren (Assistant Secretary)
Michael Flanagan (Assistant Secretary)**

Prepared by:

**DRMP
706 SW 4th Avenue
Gainesville, FL 32607**

David Sowell, P. E. (District Engineer)

Issued: May XX, 2021

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SECTION 1.0 PROJECT DESCRIPTION

Located within Flagler County at Palm Coast Florida along Colbert Lane near the Intracoastal Waterway, the 1,400-acre Grand Haven Development contains over thirty-two miles of paved residential roadways. The roadway rights of way are within the jurisdiction of the Grand Haven Community Development District (DISTRICT). The DISTRICT is responsible for routine maintenance and repair of the roadways, curbing, sidewalks and portions of private driveways located within the dedicated rights of way.

This Request for Proposals (RFP) includes roadway paving and repair. Proposals submitted pursuant to this RFP are referred to as "Bids," and parties submitting Bids may be referred to as "Bidders." Proposed bids are to be in the format provided in Section 3.0 Bid Forms. A detailed description of each required activity includes:

Asphalt Milling and Resurfacing

Mill existing asphalt (1" average depth) from gutter lip to gutter lip, resurface with Superpave asphalt (SP-9.5) to achieve 2% cross-slope, and re-stripe where applicable. Necessary mobilization, traffic control, and erosion control will be included in the lump sum pricing. All necessary permits will be the responsibility of the contractor and should be included in the lump sum pricing as well. The total project length is approximately 2.5 lane-miles dispersed among local roads, streets, and parking lots.

The contractor shall refer to the contract plans (separate attachment) for additional details and specifications.

SECTION 2.0 INSTRUCTIONS TO BIDDERS

Bidders shall submit three (3) paper copies and one (1) electronic copy (CD or flash drive) of the Bids in a sealed, opaque envelop on or before **10:00 AM, TBD, June XX, 2021** (BID DEADLINE) at the office of the District Field Operations Manager located at 2 North Village Parkway, Palm Coast, Florida 32137. Bids will be publicly opened at this location shortly after the bid deadline

The respondent may submit the bid in person, by courier, or by mail. Bids received by other methods will not be accepted. The face of the envelope shall state in capital letters:

"SEALED BIDS TO BE OPENED AT 10:00 A.M., EASTERN DAYLIGHT TIME ON TBD, JUNE XX, 2021, AT THE OFFICE OF THE DISTRICT FIELD OPERATIONS MANAGER."

THE ENVELOPE SHALL ALSO INCLUDE THE RESPONDENTS NAME AND RETURN ADDRESS. ENVELOPES NOT PROPERLY MARKED MAY NOT BE CONSIDERED.

Bids received after the Bid Deadline stated above will not be opened or considered. The DISTRICT cautions bidders to assure actual delivery of mailed or hand-delivered Bids directly to the DISTRICT prior to the Bid Deadline. Telephone confirmation of timely receipt of the Bid may be obtained by calling (386) 447-1888 before the Bid Deadline.

All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted.

The DISTRICT may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn ***prior to the Bid Deadline*** by notifying the DISTRICT in writing. No Bid received after the Bid Deadline shall be considered. Further, no bidder may withdraw his/her/its Bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended at the discretion of the DISTRICT.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examining the site and reviewing the drawings and specifications, including all addenda. After Bids have been submitted, no bidder may assert that he/she/it misunderstood the quantities of work or the nature of the work to be performed.

Prior to the Bid Deadline, the DISTRICT shall provide to bidders all information that is pertinent to, and delineates and describes, the land owned and rights-of-way.

The Contract Documents (defined Article 1 of the General Conditions) contain the provisions required for the construction of the Project (defined in Article 1 of the General Conditions). Information obtained from an officer, agent, or employee of the DISTRICT or any person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him/her/it from fulfilling any of the conditions of the Contract.

Each Bid must be accompanied by a bid bond payable to the DISTRICT for twenty-five percent (25%) of the total amount of the Bid. As soon as the Bid prices have been compared, the DISTRICT will return the bonds of all except the three (3) highest evaluated bidders. When the Agreement (defined in Article 1 of the General Conditions) is executed, the bonds of the two (2) remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the bid bond will be returned. A certified cashier's check may be submitted in lieu of a bid bond.

A payment and performance bond in the amount of the Contract Price (defined in Article 1 of the General Conditions), with a corporate surety approved by the DISTRICT, will be required for the faithful performance of the Contract.

Each attorney-in-fact who signs a bid bond or a performance bond must file with each such Bond a certified and effective dated copy of his/her power of attorney.

The successful bidder will be required to execute the Agreement and furnish the required performance bond within ten (10) calendar days from the date when the Notice of Award (defined in Article 1 of the General Conditions) is delivered to such successful bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. If said successful bidder fails to timely execute and return the Agreement, accompanied by the required performance bond, the DISTRICT may, at its option, deem the bidder to be in default, in which case the bid bond accompanying the successful bidder's Bid shall become the property of the DISTRICT.

The DISTRICT, within (10) days of receiving from the successful bidder an acceptable signed Agreement, accompanied by the required performance bond, shall sign the Agreement and return to the successful bidder an executed duplicate of the Agreement. Should the DISTRICT not execute and return the Agreement within such period, the successful bidder may, by written notice withdraw his/her/its signed Agreement. Such notice shall be sent in a manner requiring a delivery receipt and shall be effective upon the documented date the notice was received by DISTRICT. The delivery of

such notice pursuant to this provision shall not constitute cause for forfeiture of the successful bidder's bid bond.

The Notice to Proceed (defined in Article 1 of the General Conditions) shall be issued within ten (10) days of the date on which the DISTRICT executed the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the DISTRICT and CONTRACTOR. If the DISTRICT does not issue the Notice to Proceed within the specified ten (10) day period or within such other period as the DISTRICT and the CONTRACTOR may mutually agree upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party. The CONTRACTOR's termination of the Agreement pursuant to this provision shall not constitute cause for forfeiture of the CONTRACTOR's bid bond.

The DISTRICT may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request. The DISTRICT reserves the right to reject any BID if the evidence submitted by, or the investigation of, such BIDDER fails to satisfy the DISTRICT that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The respondent understands that this bid does not constitute an agreement or a contract with the DISTRICT. An official contract or agreement is not binding until the bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the DISTRICT, and both parties execute the contract or agreement.

All bids are subject to the approval of the Grand Haven Community Development District at a duly noticed Board meeting.

Notice of bid award shall be posted on the District's internet website and as specified in Rule 1.14 of the District's Rules of Procedure. Bid protests shall be governed by Rule 1.14. Upon opening, bids become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Invitation to Bid by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

Bids will be made available for inspection at the time the DISTRICT posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the bid opening, whichever is earlier.

ADDENDA

If revisions become necessary, the DISTRICT will provide written addenda to all prospective bidders who requested a paper copy of the Invitation to Bid. **All addenda issued by the DISTRICT will include a receipt form, which must be signed and included with any bids that are submitted to the DISTRICT. In the event that multiple addenda are issued, a separate receipt for each addendum must be included with the bid at the time it is submitted to the DISTRICT.** Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the DISTRICT's project manager prior to submitting their bid.

EQUAL OPPORTUNITY

The DISTRICT recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the DISTRICT are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. It is the policy of the DISTRICT to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on DISTRICT contracts.

PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on this contract and will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

A Mandatory Pre-Bid Meeting will be held on **TBD, June XXth, 2021 at 10:00 AM EDT at the Grand Haven Room, Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida, 32137**

INSTRUCTIONS FOR PREPARING BIDS

I. RULES FOR BIDS

A. COMPLIANCE

All bids must comply with applicable Florida Statutes, laws and rules.

B. BID ENVELOPE REQUIREMENTS

Three (3) paper copies and one (1) electronic copy (CD or flash drive) must be submitted in a sealed opaque envelope. The face of the envelope shall state in capital letters:

"SEALED BIDS TO BE OPENED AT 10:00 A.M., EASTERN DAYLIGHT TIME ON TBD, JUNE XX, 2021, AT THE OFFICE OF THE DISTRICT FIELD OPERATIONS MANAGER."

The face of the envelope shall also contain the respondents name and return address.

C. BID DELIVERY RESPONSIBILITIES

It is the bidder's responsibility to ensure that his/her bid is delivered at the proper time and place of the opening. Bids which for any reason are not so delivered will not be considered. Bids by telegram, telephone or fax will not be accepted. The Grand Haven District Operations Office is located in the Eastern Time Zone.

D. DISTRICT FORMS

When included, all bids shall be submitted on forms supplied by the DISTRICT. The bid package shall include a disclosure of subcontractors in the form set forth in Section 13.0.

E. CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the DISTRICT. Further, all bidders shall disclose the name of any state employee or any board member or employee of the DISTRICT who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's firm, subsidiaries or branches.

F. TAX EXEMPT

The DISTRICT is tax exempt and is not subject to Florida sales tax and federal excise taxes on all sales made directly to the DISTRICT. Taxes shall not be included in the bid pricing.

G. TRANSPORTATION

Any transportation or other charges incurred in the delivery of the product or service as specified must be included in the bid pricing.

H. COSTS

All costs and overhead, whether direct or indirect, which will be ultimately paid by the DISTRICT must be included in the lump sum bid price. Profit percentages and other related items, however named, must also be included in the lump sum bid price.

I. TIE BIDS

The DISTRICT shall determine the award of any tie bids on the basis of factors deemed to serve the best interest of the DISTRICT.

II. EVALUATION OF BIDS

The DISTRICT will evaluate and award the **Grand Haven Development - FY2022 Road Paving** contract based upon the highest ranked Bid from a contractor meeting all requirements and qualifications. The Proposals shall be evaluated and ranked based on the cumulative amount of points in accordance with the Evaluation Criteria set forth below. The DISTRICT reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities or to accept the proposal which, in its judgment, is in the best interest of the DISTRICT.

Evaluation Criteria

1. Personnel. 5 points

(e.g., geographic locations of the firm’s headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)
2. Proposer’s Experience. 15 points

(e.g., past record and experience of the respondent in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation of respondent, etc.)
3. Understanding of Scope of Work. 15 points

Extent to which the proposal demonstrates an understanding of the District’s needs for the services requested.
4. Financial Capability. 10 points

Extent to which the proposal demonstrates the adequacy of Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

5. Price.

40 total points

Points available for price will be allocated as follows:

30 points will be awarded to the Proposer submitting the lowest total bid (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 points are allocated for the reasonableness of unit prices and balance of bid.

6. Schedule.

15 total points

Points available for price will be allocated as follows:

10 points will be awarded based on the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

5 points are allocated based on the reasonableness of the schedule.

SECTION 3.0 BID FORM

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as _____ * (a corporation", "a partnership", or "an individual") is hereby submitted to the Grand Haven Community Development District (hereinafter called "DISTRICT"). In addition, _____ (hereinafter called "CONTRACTOR"), shall provide a copy of its current certification (attached) that he/she is a duly certified Contractor in the state of Florida.

In compliance with your Request for Bids, BIDDER hereby proposes to perform all WORK for **Grand Haven Development – FY2022 Road Paving** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

(continued on following page)

GRAND HAVEN DEVELOPMENT – FY2022 ROAD PAVING

BID TABULATION				
Item	Roadway Name	Corresponding Plan Sheets	Estimated Mill and Resurface Area (SY)	Lump Sum Bid Price
1	Village Center South Parking Lot	C2.1	1,425	
3	West Waterside Parkway	C2.2, C2.3	10,173	
4	Crossbar Way	C2.3	1,256	
5	Crosstie Court	C2.3, C2.4	3,122	
6	Crosslink Court	C2.3, C2.5	1,835	
TOTALS			17,811	

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

No WORK shall commence until a NOTICE TO PROCEED has been issued. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to SUBSTANTIALLY COMPLETE the PROJECT within 250 consecutive calendar days after the NOTICE TO PROCEED and fully complete the PROJECT within 300 consecutive calendar days after the NOTICE TO PROCEED. BIDDER further agrees to pay as liquidated damages, the sum of \$ 300.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

(continued on following page)

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

NOTES

1. Bidder agrees to perform all the work described in the contract documents for the following lump sum.

\$ _____
2. This is a lump sum bid. The preceding Bid Tabulation is intended as a general recap of the work involved. It is not an all-inclusive detailed list of all work required to complete this project. It is the contractor's responsibility to carefully review the plans and specifications, to visit the site prior to bidding and to determine what is needed to complete the project and to reflect this in his lump sum bid.
3. If during the bid process, the contractor notices a discrepancy between the work required and this bid schedule, he must bring it to the engineer's attention before the bid date.

Respectfully Submitted:

Signature

Company Name

Title

Address

Date

Phone Number

SEAL:
(If Bid by Corporation)

(continued on following page)

SECTION 4.0 BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this _____ day of _____, 2021. The Condition of the above obligation is such that whereas the principal has submitted to Grand Haven Community Development District, a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of: **Grand Haven Development – FY2022 Road Paving**

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the DISTRICT may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 5.0 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between Grand Haven Community Development District, hereinafter called "DISTRICT" and _____, doing business as a _____, (an individual, a partnership, or a corporation), hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of:

Grand Haven Development – FY2022 Road Paving

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **180** days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars (\$ _____) as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) PROJECT OVERVIEW
- (B) INSTRUCTION TO BIDDERS
- (C) BID FORM
- (D) BID BOND
- (E) AGREEMENT
- (F) PERFORMANCE BOND
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) GENERAL CONDITIONS
- (J) DRAWINGS AND SPECIFICATIONS
- (K) ADDITIONAL SPECIFICATIONS – *Not Applicable*
- (L) ATTACHMENTS
 - VENDOR REGISTRATION FORM
 - W-9 FORM
 - LOCATION MAP

- APPLICATION FOR PAYMENT
- CHANGE ORDER REQUEST
- CERTIFICATE OF SUBSTANTIAL COMPLETION

(M) ADDENDA

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

6. The DISTRICT will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

CONTRACTOR

DISTRICT

INSERT CONTRACTOR NAME

GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

SECTION 6.0 PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address of Contractor

a _____, hereinafter called Principal and
Corporation, Partnership, or Individual

Name of Surety

_____ hereinafter called Surety, are hold and firmly bound unto:
Address of Surety

Grand Haven Community Development District
(Name of DISTRICT)

2300 Glades Road, Suite 410W, Boca Raton, FL 33431
(Address of DISTRICT)

hereinafter called DISTRICT in the total aggregate penal sum of:

_____ Dollars (\$) _____) for Contract
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the DISTRICT, dated the _____ day of _____, 2021, a copy of which is
hereto attached and made a part hereof for the construction of:

Grand Haven Development – FY2022 Road Paving

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the DISTRICT, with or without notice to
the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims
and demands incurred under such contract, and shall fully indemnify and save harmless the DISTRICT
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the DISTRICT all outlay and expense which the DISTRICT may incur in making good any
default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the DISTRICT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The DISTRICT is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

Principal

(Principal) Secretary

(SEAL)

BY _____

Address

Witness as to Principal

Address

Surety

ATTEST:

Witness to Surety

BY _____
Attorney-In-Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

SECTION 7.0 NOTICE OF AWARD

To: _____

PROJECT Description: **Grand Haven Development – FY2022 Road Paving**. The DISTRICT has considered the BID submitted by you for the above described WORK. You are hereby notified that your BID has been accepted for the specified WORK in the amount of \$_____.*

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractors Performance Bond and Certification of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said DISTRICT will be entitled to consider all your rights arising out of the DISTRICT’S acceptance of your BID as abandoned. The DISTRICT will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the DISTRICT.

Dated this _____ day of _____, 2021

DISTRICT Representative Signature

By _____
Type Representative’s Name

Title _____
Type Representative’s Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____ (Company Name)

This the _____ day of _____, 2021

By _____ (Signature)

Title _____

*Contract amount is \$ _____ (\$ _____ less than bid) without reduction in the scope of work per negotiations conducted after the bid opening between Contractor and DISTRICT.

SECTION 8.0 NOTICE TO PROCEED

To: _____

Date: _____

Project: **Grand Haven Development – FY2022
Road Paving**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, on or before _____, and you are to SUBSTANTIALLY COMPLETE the work within 250 consecutive calendar days and fully complete the WORK within 300 consecutive calendar days thereof this NOTICE TO PROCEED. The date of SUBSTANTIAL COMPLETION is therefore _____ and full completion of all WORK is therefore _____.

DISTRICT'S Signature

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: (Contractor Name)

This ___ day of _____, 2021

By _____ (Signature)

Title _____

SECTION 9.0 GENERAL CONDITIONS

- | | |
|--|--|
| 1. Definitions | 15. Time for Completion and Liquidated Damages |
| 2. Additional Instructions and Detail Drawings | 16. Correction of Work |
| 3. Schedules, Reports, and Records | 17. Subsurface Conditions |
| 4. Drawings and Specifications | 18. Suspension of Work, Termination, and Delay |
| 5. Shop Drawings | 19. Payments to Contractor |
| 6. Materials, Services, and Facilities | 20. Acceptance of Final Payment as Release |
| 7. Inspection and Testing | 21. Insurance |
| 8. Substitutions | 22. Contract Security |
| 9. Patents | 23. Assignments |
| 10. Surveys, Permits, Regulations | 24. Indemnification |
| 11. Protection of Work, Property, Persons | 25. Separate Contracts |
| 12. Supervision by Contractor | 26. Subcontracting |
| 13. Changes in the Work | 27. Engineer's Authority |
| 14. Changes in Contract Price | 28. Land and Rights-of-Way |
| | 29. Guaranty |
| | 30. Arbitration |
| | 31. Taxes |
| | 32. Environmental Requirements |

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order from the DISTRICT to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including ADVERTISEMENT FOR PROPOSALS, REQUEST FOR BIDS, INFORMATION FOR BIDDERS, BID, BID BOND,

AGREEMENT, PERFORMANCE BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the DISTRICT has executed the Agreement.
- 1.11 DISTRICT – Grand Haven Community Development District
- 1.12 DRAWINGS - The parts of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER, ARCHITECT, or LANDSCAPE ARCHITECT.
- 1.13 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the DISTRICT to the successful BIDDER.
- 1.16 NOTICE TO PROCEED - Written communication issued by the DISTRICT to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the DISTRICT who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws or by the DISTRICT's governing regulations.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the DISTRICT such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the

WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part:

- 3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the DISTRICT.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools,

equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The DISTRICT shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

- 7.7 If any WORK is covered contrary to the written instruction of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.
- 7.8 The DISTRICT must approve all work (Change Orders) that will increase the cost of the work. Any work done by the CONTRACTOR without a signed change order will be at the CONTRACTOR'S risk. If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request and with prior approval in writing by the DISTRICT, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR may be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate CHANGE ORDER may be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE, and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the DISTRICT harmless from loss in account thereof, except that the DISTRICT shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process or products specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 From the information provided by the DISTRICT, unless otherwise specified, the CONTRACTOR shall develop and make all detail surveys needed for construction.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits and licenses for permanent structures or permanent changes in existing facilities shall be secured and paid for by the DISTRICT, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify DISTRICTS of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or the acts or omissions of the DISTRICT, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or DISTRICT, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or

deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The DISTRICT may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the DISTRICT.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices previously approved.
- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and

between the CONTRACTOR and the DISTRICT, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the DISTRICT, then the CONTRACTOR will pay to the DISTRICT the amount for liquidated damages as specified in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the DISTRICT or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the DISTRICT.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the DISTRICT, acts of another CONTRACTOR in the performance of a contract with the DISTRICT, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the DISTRICT and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the DISTRICT may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the DISTRICT by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The DISTRICT shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the DISTRICT may, if the DISTRICT determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 The DISTRICT may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the DISTRICT may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. Such costs incurred by the DISTRICT will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the DISTRICT, said termination shall not affect any right of the DISTRICT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the DISTRICT due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the DISTRICT may, without cause and without prejudice to any other right or

remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the DISTRICT or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the DISTRICT fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may after ten (10) days from delivery of a WRITTEN NOTICE to the DISTRICT and the ENGINEER terminate the CONTRACT and recover from the DISTRICT payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the DISTRICT has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the DISTRICT and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the DISTRICT or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the DISTRICT or ENGINEER.

19. PAYMENT TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the DISTRICT, as will establish the DISTRICT'S title to the material and equipment and protect the DISTRICT'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate either indicate in writing approval of payment, and present the partial payment estimate to the DISTRICT, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The DISTRICT will, within thirty (30) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be

- completed because of weather conditions, lack of materials or other reasons which in the judgment of the DISTRICT are valid reasons for no completion, the DISTRICT may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the DISTRICT, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The DISTRICT shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the DISTRICT.
- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the DISTRICT, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.6 The CONTRACTOR will indemnify and save the DISTRICT or the DISTRICT'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, labors, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the DISTRICT's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the DISTRICT may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the DISTRICT to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the DISTRICT shall be considered as a payment made under the CONTRACT DOCUMENTS by the DISTRICT to the CONTRACTOR and the DISTRICT shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 19.7 If the DISTRICT fails to make payment thirty (30) business days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest as provided pursuant to Chapter 218, Florida Statutes.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the DISTRICT of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the DISTRICT and others relating to or arising out of this WORK. Any payment, however, final or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bonds.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claims under workman's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificates of Insurance acceptable to the DISTRICT shall be filed with the DISTRICT prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the DISTRICT.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability Insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations are by the CONTRACTOR or by any SUBCONTRACTOR employed by the

CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$300,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$300,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the DISTRICT, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, workman's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workman's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the DISTRICT, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the DISTRICT. The policy shall name as the insured the CONTRACTOR, and the DISTRICT.

22. CONTRACT SECURITY (BONDS)

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the DISTRICT with a Performance BOND in penal sums equal to 25% the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons

supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BOND shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current lists of "Surety Companies Acceptable On Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of this BOND shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared as bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the DISTRICT to do so, substitute an acceptable BOND in such form and sum and signed by such other surety or sureties as may be satisfactory to the DISTRICT. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the DISTRICT.

23. ASSIGNMENTS

- 23.1 Neither the CONTRACTOR nor the DISTRICT shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

- 24.1 The CONTRACTOR will indemnify and hold harmless the DISTRICT and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the DISTRICT or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

- 25.1 The DISTRICT reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall

properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The DISTRICT may perform additional WORK related to the PROJECT or the DISTRICT may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the DISTRICT, if the DISTRICT is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by the CONTRACTORS or the DISTRICT is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the DISTRICT or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the DISTRICT.

26.3 The CONTRACTOR shall be fully responsible to the DISTRICT for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the DISTRICT may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the DISTRICT.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the DISTRICT's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a

fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the DISTRICT shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The DISTRICT shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at its own expense and without liability to the DISTRICT any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or storage of materials.

29. GUARANTEE

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The DISTRICT will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the DISTRICT may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION

- 30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

- 30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

32. ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

- 32.1 WETLANDS – The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.
- 32.2 FLOODPLAINS – The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.
- 32.3 WATER CONVEYANCE SYSTEMS – The CONTRACTOR shall take appropriate measure to prevent off-site migration of on-site SOILS and PULLUTANTS in accordance with local, state, and federal regulations.
- 32.4 HISTORIC PRESERVATION – Any excavation by the CONTRACTOR that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued after consultation with the State Historic Preservation Officer (SHPO).
- 32.5 ENDANGERED SPECIES – The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER and a representative of NFWFMD. Construction shall be temporarily halted pending the notification process and further directions issued by NFWFMD after consultation with the U.S. Fish and Wildlife Service.

SECTION 10.0 APPLICATION FOR PAYMENT

To: Grand Haven Community Development District (DISTRICT)

From: _____ (CONTRACTOR)

Project: **GRAND HAVEN DEVELOPMENT – FY2022 ROAD PAVING (PROJECT)**

DISTRICT’s Contract No.: _____

Engineer’s Project No.: _____

For work accomplished through the date of: _____

- | | |
|---|-----------------|
| 1. Original Contract Price: | \$ _____ |
| 2. Net change by Change Orders and Written Amendments (+ or -) | \$ _____ |
| 3. Current Contract Price (1 plus 2): | \$ _____ |
| 4. Total completed and stored to date: | \$ _____ |
| 5. Retainage (per Agreement): | \$ _____ |
| % of completed work: | \$ _____ |
| % of stored material: | \$ _____ |
| Total Retainage: | \$ _____ |
| 6. Total completed and stored to date less retainage (4 minus 5): | \$ _____ |
| 7. Less previous Application for Payments: | \$ _____ |
| 8. DUE THIS APPLICATION (6 MINUS 7): | <u>\$ _____</u> |

Accompanying Documentation:

CONTACTOR’S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from DISTRICT on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR’s legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through ____ Inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to DISTRICT at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to DISTRICT

indemnifying DISTRICT against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: _____

_____ (CONTRACTOR)
 By: _____

State of: _____

County of: _____

Day of: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____

_____ (ENGINEER)

By: _____

Application No:				Date:				
ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.	\$		\$		\$		\$	\$
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3.								
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68.								
69.								
TOTAL COMPLETED & STORED			\$		\$		\$	\$

Note: Total Schedule of Values Amount Should Equal the Contract Price.

SECTION 11.0 CHANGE ORDER

Order No. _____

Date: _____, 20__

NAME OF PROJECT: **GRAND HAVEN DEVELOPMENT – FY2022 ROAD PAVING**

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE: \$ _____

Previous changes to CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be increased/decreased by:
\$ _____

The new CONTRACT PRICE including the CHANGE ORDER was: _____ days

The CONTRACT TIME due to this CHANGE ORDER will be increased/decreased by
_____ days

The new CONTRACT TIME including the CHANGE ORDER will be _____ days

Approvals Required:

DISTRICT: _____

CONTRACTOR: _____

ENGINEER: _____

SECTION 12.0 CERTIFICATION OF SUBSTANTIAL COMPLETION

PROJECT: **GRAND HAVEN DEVELOPMENT – FY2022 ROAD PAVING**

DATE OF ISSUANCE: TBD

DISTRICT: GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR: _____

ENGINEER: David Sowell, PE. – DRMP Inc.

The Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: Grand Haven Community Development District
DISTRICT

And To: _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of DISTRICT, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

TBD
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

The responsibilities between DISTRICT and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees shall be as follows:

DISTRICT: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

MEMORANDUM from DRMP dated **TBD** containing FINAL PUNCHLIST items

[For items to be attached, see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents.

Executed by ENGINEER on:

ENGINEER

CONTRACTOR accepts this Certificate of Substantial Completion on:

CONTRACTOR

DATE

By: _____
Authorized Signature

DISTRICT accepts this Certificate of Substantial Completion on:

DISTRICT

DATE

By: _____
Authorized Signature

SECTION 13.0 LIST OF SUBCONTRACTORS

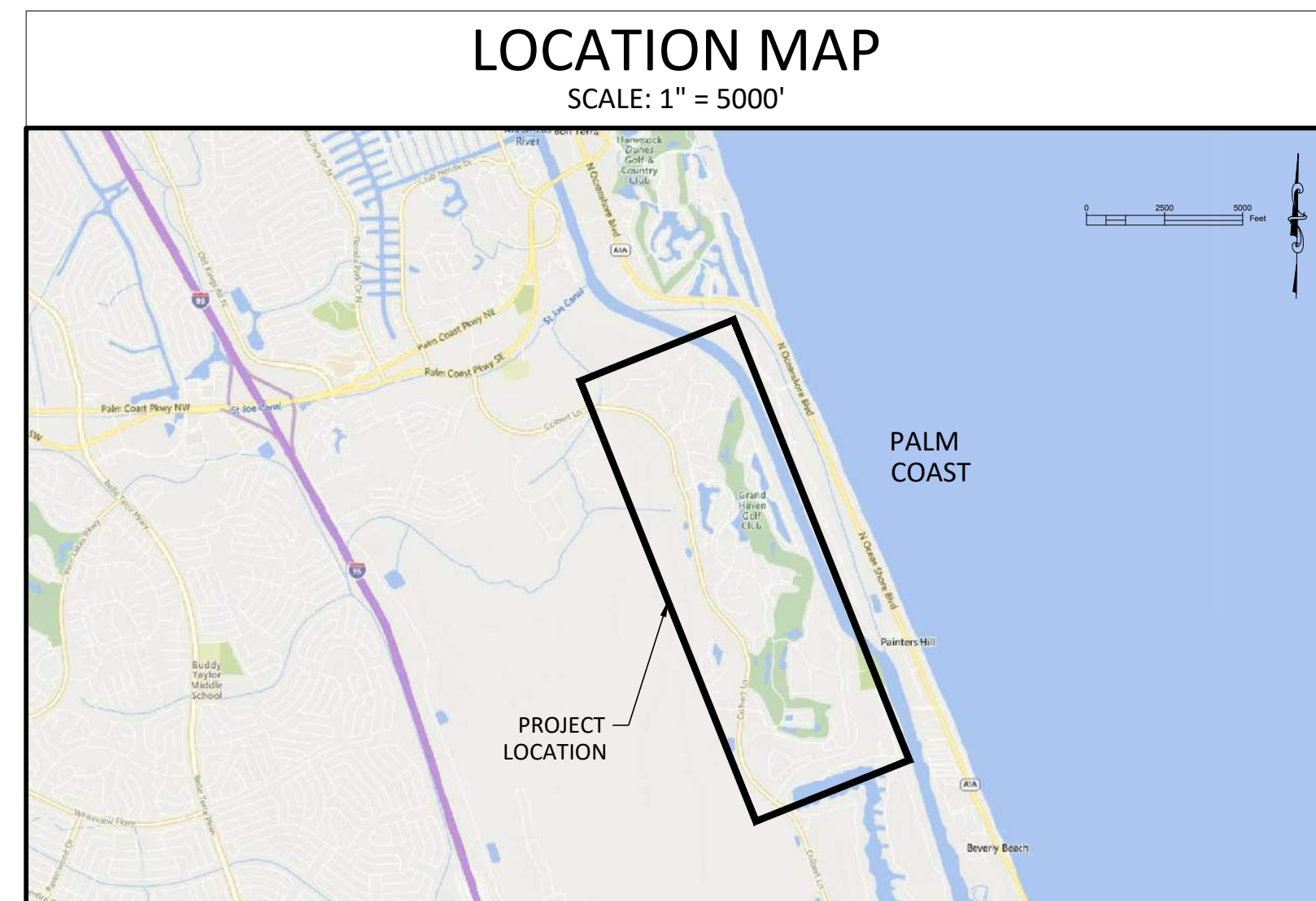
I do _____, do not _____, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Note:
The use of subcontractors is subject to the terms of Section 26.2 of the General Conditions.

Company Name: _____

FY2022 ROAD PAVING PLANS FOR GRAND HAVEN CDD FLAGLER COUNTY, FLORIDA



SITE ADDRESS: 2 NORTH VILLAGE PKWY, PALM COAST, FLORIDA 32137

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C0.0	COVER SHEET
C1.0	TYPICAL SECTION AND GENERAL NOTES
C2.0	MASTER RESURFACING SHEET
C2.1 - C2.5	RESURFACING PLANS
1 OF 1	TOPOGRAPHIC SURVEY (20303 - LOC4 VILLAGE CENTER SOUTH PARKING LOT)

CONTACT INFORMATION:

SURVEY
DEREN LAND SURVEYING
4605 NW 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609
DAVID DEREN 352-331-0010

CIVIL ENGINEERING
DRMP, INC.
706 SW 4TH AVENUE
GAINESVILLE, FLORIDA 32601
DAVID SOWELL 352-642-8017

GOVERNING STANDARDS & SPECIFICATIONS

FLORIDA DEPARTMENT OF TRANSPORTATION, 2021 DESIGN STANDARDS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS, CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEBSITE:

FOR THE STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEBSITE:



706 SW 4TH AVENUE, GAINESVILLE, FLORIDA 32601

MAY 2021

DRMP PROJECT NO. 16-0331.000

NOTIFY UNDERGROUND UTILITIES, NOTIFICATION CENTER AT 1-800-432-4770 OR 811 AT LEAST 72 HOURS PRIOR TO START OF WORK.

"THE CONTACT INFORMATION PROVIDED ABOVE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA OF AN INTENT TO EXCAVATE OR DEMOLISH."



Certificate of Authorization No. 2648
706 SW 4th Avenue - Gainesville, Florida 32601
Phone: 352.371.2741 Fax: 352.372.4318 www.drmp.com

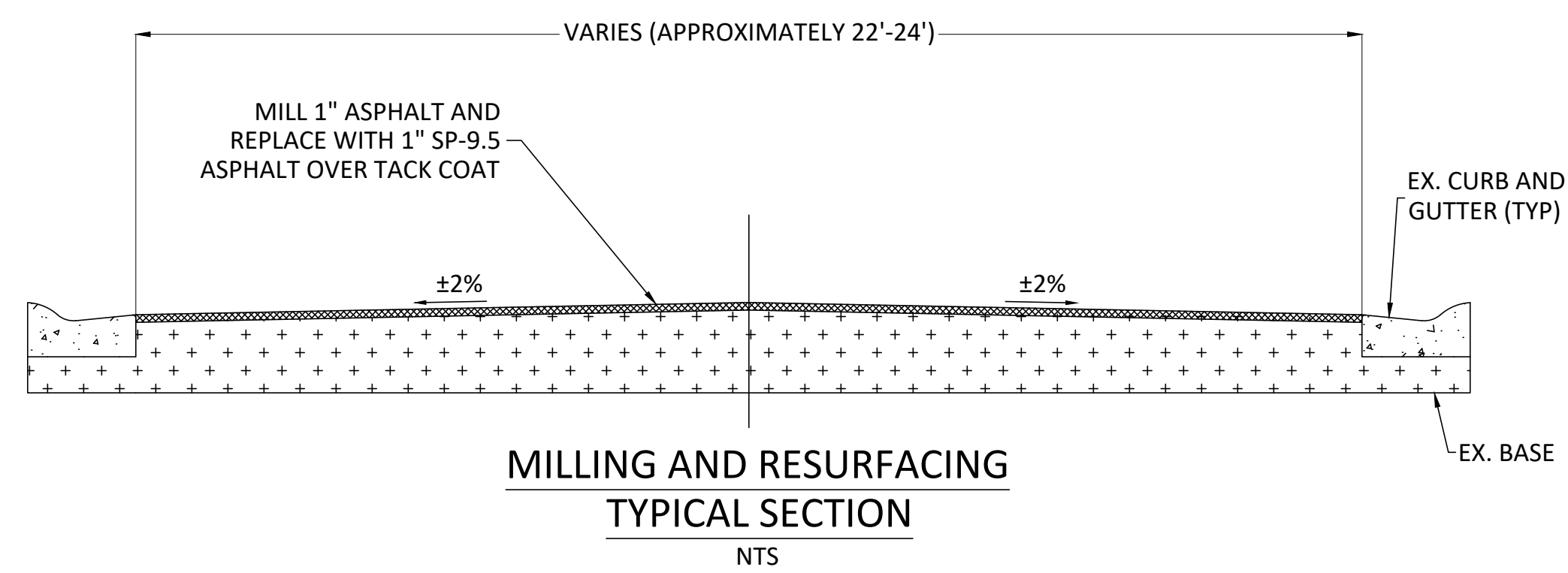
DESIGNED BY		DRAWN BY		CHECKED BY		APPROVED BY	
NO.	DATE	NO.	DATE	NO.	DATE	NO.	DATE
----		----		----		----	
DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

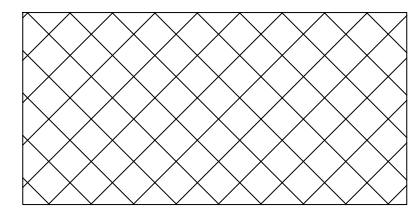
P:\Projects\16-0331-000-Grand_Haven_Community_Development\Dist\ Pavement_Program\FY2022_Paving_Plans\Plans (Grand_Haven_Paving_FY2022)\DWGs\Production\C1.0 - GENERAL NOTES AND TYPICAL SECTION.dwg Plotted: May 13, 2021 - 9:36am by DMarkham

GENERAL NOTES

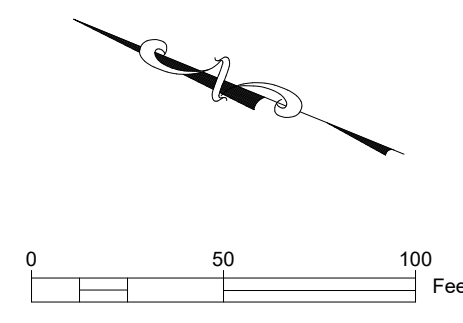
1. SEE PLANS FOR LIMITS OF MILLING AND RESURFACING
2. ALL ROADWAY AND CONSTRUCTION, INCLUDING MATERIALS, SHALL BE IN ACCORDANCE WITH THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION'S (F.D.O.T.) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. TRAFFIC CONTROL AND SAFETY WITHIN EXISTING RIGHTS-OF-WAYS MUST BE IN ACCORDANCE WITH THE LATEST M.U.T.C.D. OR F.D.O.T. STANDARDS FOR CONTROL OF TRAFFIC THROUGH WORK ZONES. (FDOT INDEX 603). WORK SHALL BE DURING DAYLIGHT HOURS BETWEEN 7:00 AM AND 7:00 PM ON WEEKDAYS ONLY AND IN ACCORDANCE WITH CONTRACT DOCUMENTS. ONE LANE OF TRAFFIC SHALL BE OPEN AT ALL TIMES. CONTRACTOR MAY CLOSE ROADS AND DRIVEWAYS PROVIDED THAT APPROPRIATE NOTICE IS GIVEN TO AFFECTED PARTIES. A MINIMUM OF 72 HOURS NOTICE IS REQUIRED.
4. THE OWNER SHALL BE NOTIFIED 24 HOURS IN ADVANCE FOR INSPECTION OF PERTINENT STAGES OF CONSTRUCTION, INCLUDING MAINTENANCE OF TRAFFIC, TESTING, ASPHALTIC CONCRETE PLACEMENT AND OTHERS AS REQUIRED FOR APPROVAL.
5. ALL TESTING REQUIRED SHALL BE PAID FOR BY THE CONTRACTOR. COORDINATE LOCATIONS AND TIMES FOR TESTING WITH THE OWNER.
6. CERTIFICATIONS FROM THE ASPHALT CONCRETE SOURCE SHALL BE SUBMITTED SHOWING COMPLIANCE WITH F.D.O.T. STANDARDS.
7. FINAL TRAFFIC PAINTS SHALL BE THERMOPLASTIC MEETING F.D.O.T. SPEC. 971.
8. RECORD ALL EXISTING PAVEMENT MARKINGS AND REPLACE WITH TEMPORARY STRIPING WITHIN 24 HOURS AND FINAL THERMOPLASTIC WITHIN 30 DAYS AFTER RESURFACING.
9. FURNISH AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES DURING CONSTRUCTION.
10. PROJECT CORRIDOR WAS NOT SURVEYED. ALL INFORMATION IS BASED UPON 2011 AERIAL IMAGERY. CONTRACTOR SHALL VERIFY FIELD CONDITIONS, QUANTITIES AND STRIPING LOCATIONS. THE CONTRACTOR WILL NOT BE PAID FOR THE DIFFERENCE IN QUANTITIES UNLESS IT IS AUTHORIZED IN A CHANGE ORDER.
11. THE CONTRACTOR IS PERMITTED TO MILL AHEAD PROVIDED THAT THE MILLING SURFACE IS ONLY EXPOSED A MAXIMUM OF FIVE (5) DAYS.
12. CONTRACTOR IS RESPONSIBLE FOR ANY REPAIRS TO EXISTING INFRASTRUCTURE DAMAGED DURING CONSTRUCTION. ALL DISTURBED AREAS SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION CONDITIONS.
13. FOR THE PURPOSES OF BIDDING, CONTRACTOR SHALL ASSUME THAT THERE ARE NO STAGING AREAS WITHIN GRAND HAVEN TO STORE EQUIPMENT OVERNIGHT.







MILLING AND RESURFACING
(SEE TYPICAL SECTION C1.0)



KEY MAP

MATCHLINE C2.4

MATCHLINE C2.2

MATCHLINE C2.3

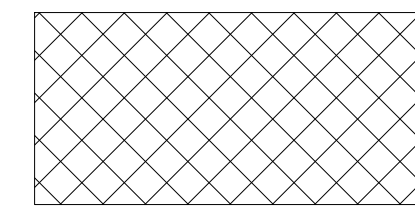
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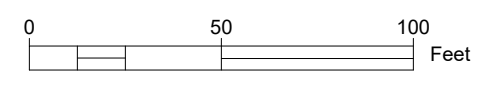
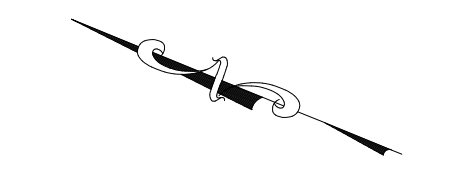
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REPLACE EXISTING
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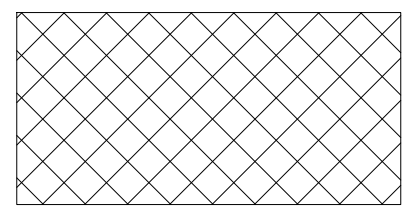


MILLING AND RESURFACING
(SEE TYPICAL SECTION C1.0)

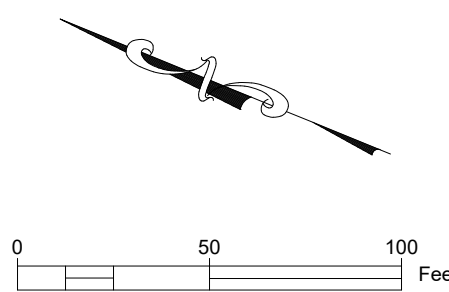


KEY MAP

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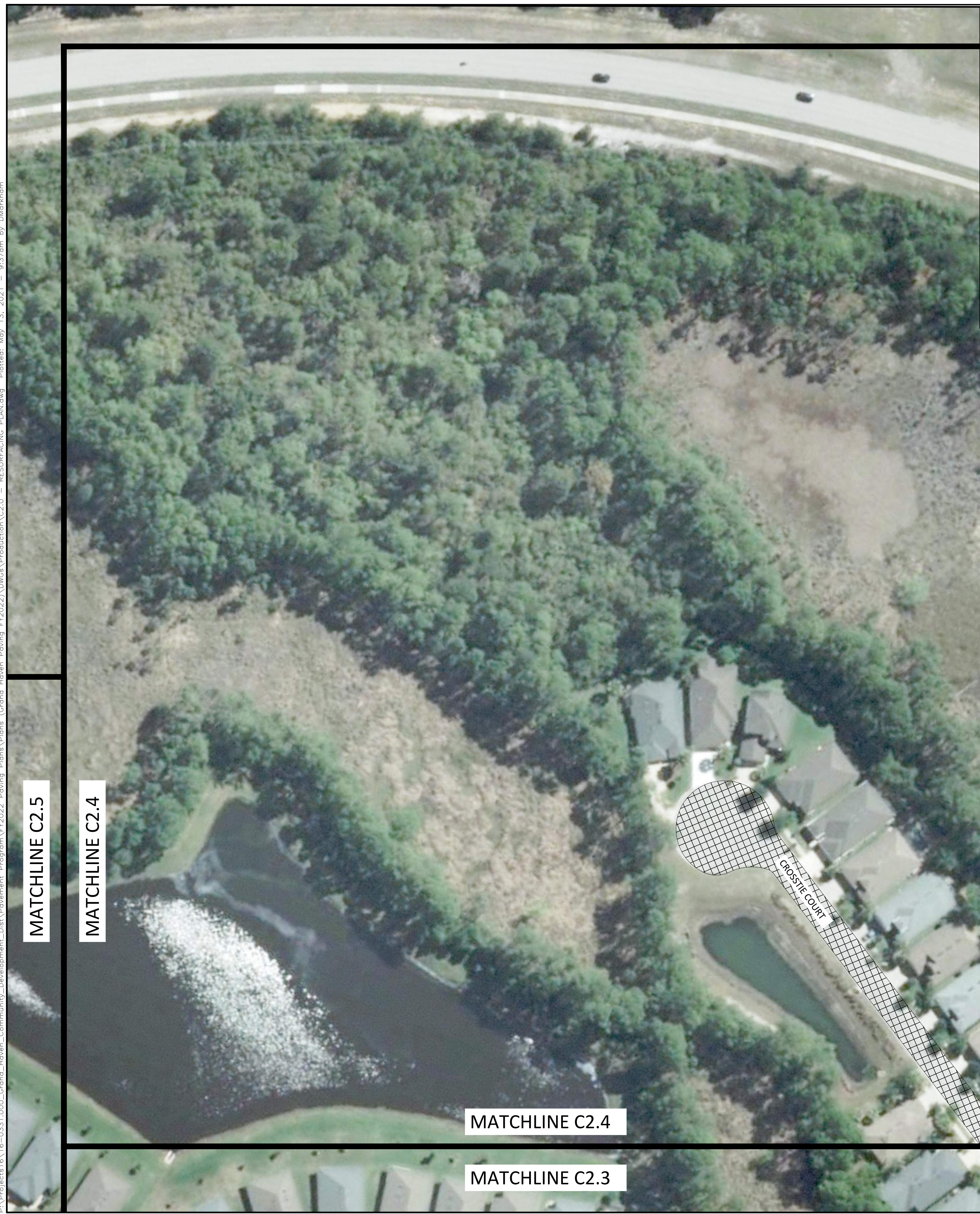


MILLING AND RESURFACING
(SEE TYPICAL SECTION C1.0)



KEY MAP

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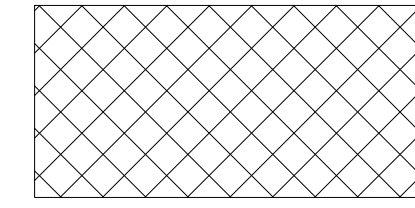
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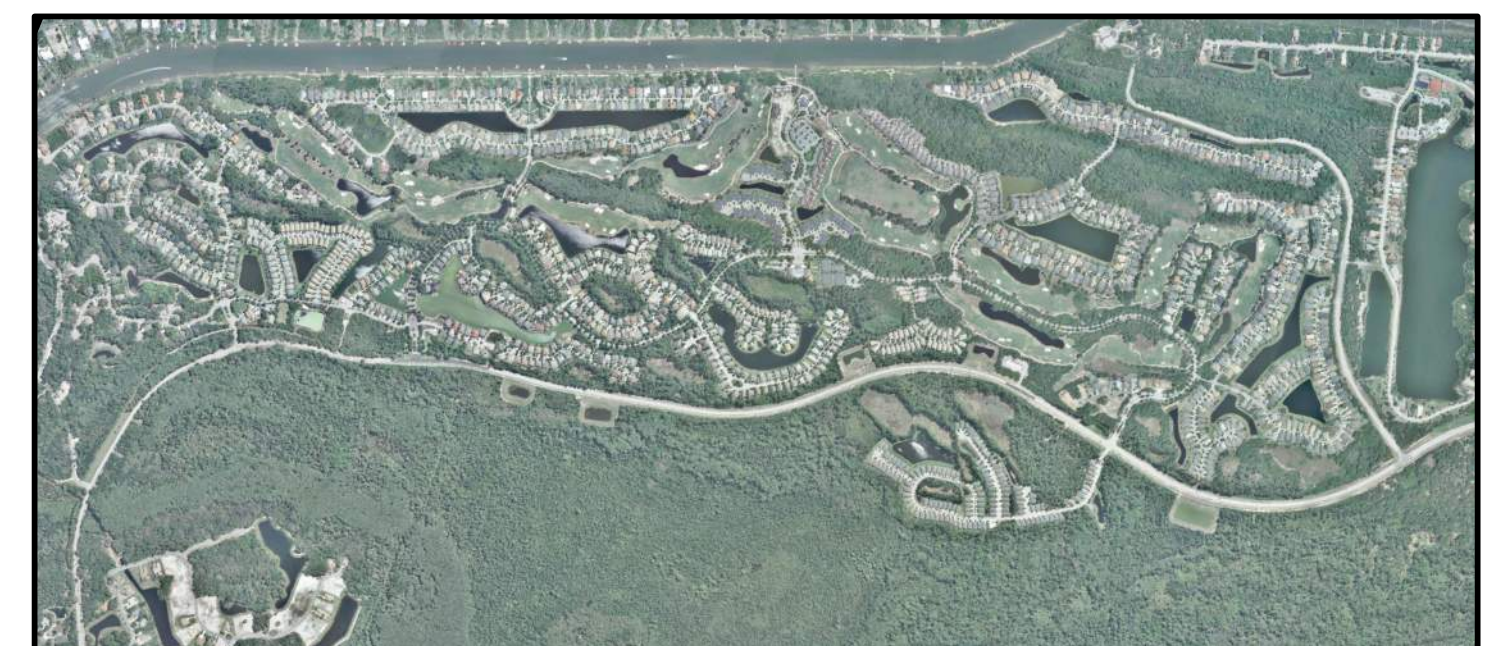
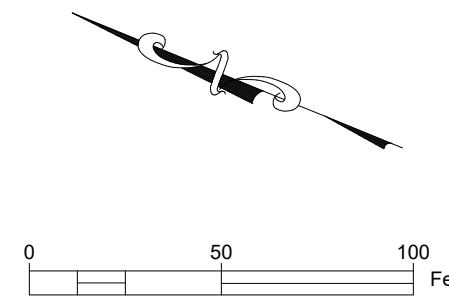
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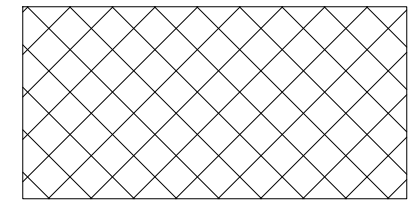


MILLING AND RESURFACING
(SEE TYPICAL SECTION C1.0)

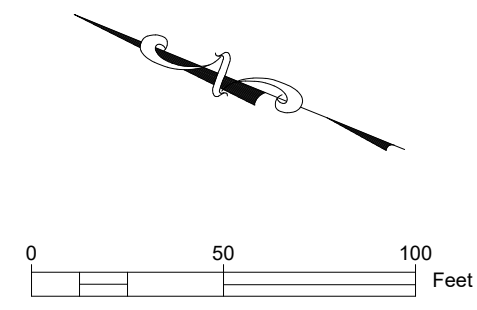


KEY MAP

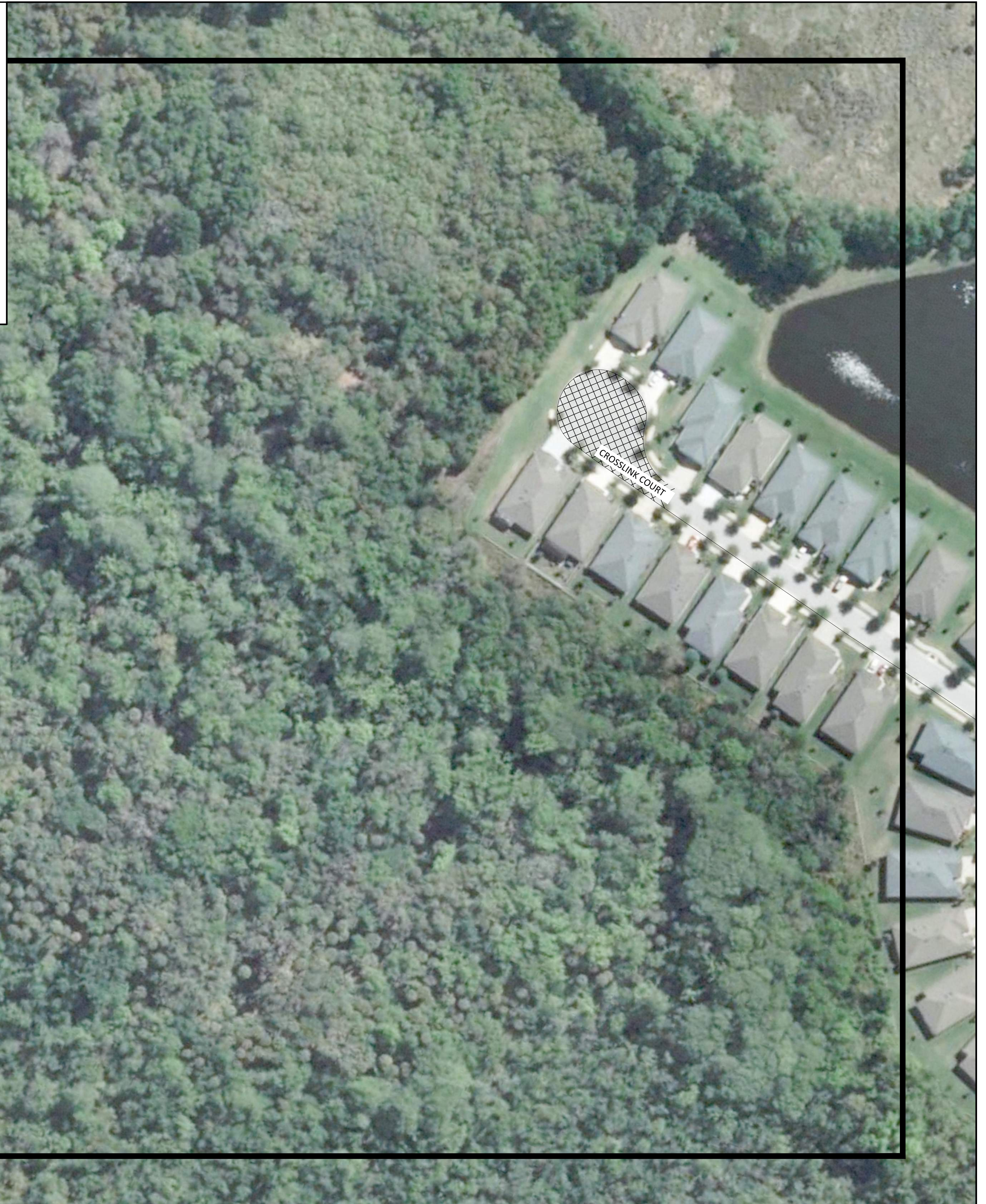
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MILLING AND RESURFACING
(SEE TYPICAL SECTION C1.0)



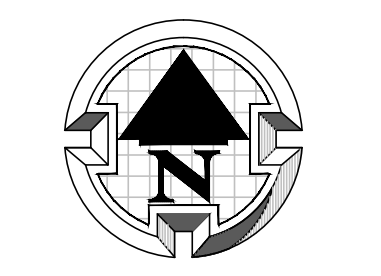
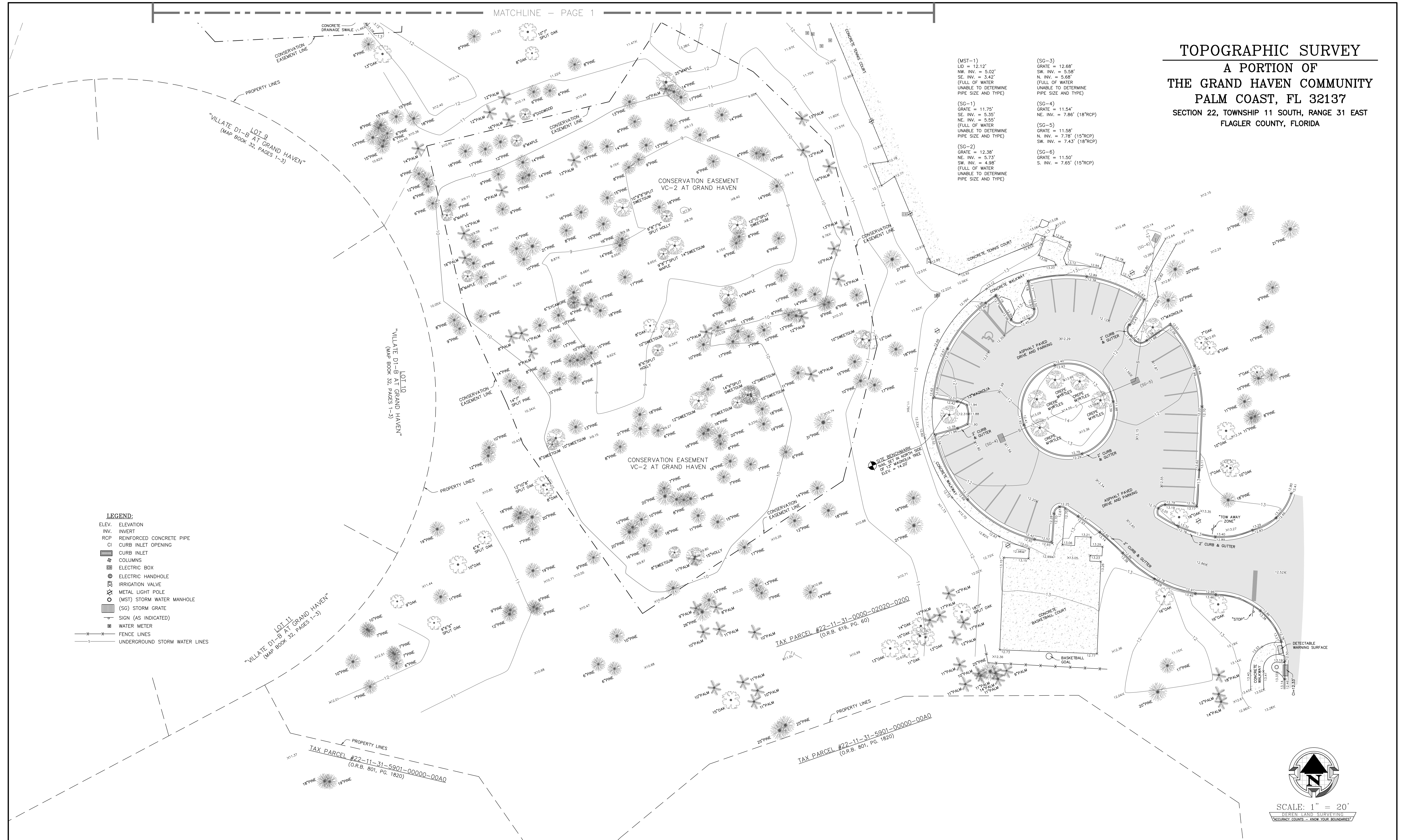
KEY MAP



TOPOGRAPHIC SURVEY
A PORTION OF
THE GRAND HAVEN COMMUNITY
PALM COAST, FL 32137
SECTION 22, TOWNSHIP 11 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

- (MST-1)
 LID = 12.12'
 NW. INV. = 5.02'
 SE. INV. = 3.42'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-1)
 GRATE = 11.75'
 SE. INV. = 5.35'
 NE. INV. = 5.55'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-2)
 GRATE = 12.38'
 NE. INV. = 5.73'
 SW. INV. = 4.98'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-3)
 GRATE = 12.68'
 SW. INV. = 5.58'
 N. INV. = 5.68'
 (FULL OF WATER
 UNABLE TO DETERMINE
 PIPE SIZE AND TYPE)
- (SG-4)
 GRATE = 11.54'
 NE. INV. = 7.86' (18"RCP)
- (SG-5)
 GRATE = 11.58'
 N. INV. = 7.78' (15"RCP)
 SW. INV. = 7.43' (18"RCP)
- (SG-6)
 GRATE = 11.50'
 S. INV. = 7.65' (15"RCP)

- LEGEND:**
- ELEV. ELEVATION
 - INV. INVERT
 - RCP REINFORCED CONCRETE PIPE
 - CI CURB INLET OPENING
 - ▭ CURB INLET
 - ⊕ COLUMNS
 - ⊙ ELECTRIC BOX
 - ⊙ ELECTRIC HANDHOLE
 - ⊙ IRRIGATION VALVE
 - ⊙ METAL LIGHT POLE
 - ⊙ (MST) STORM WATER MANHOLE
 - ⊙ (SG) STORM GRATE
 - SIGN (AS INDICATED)
 - ⊙ WATER METER
 - FENCE LINES
 - UNDERGROUND STORM WATER LINES



SCALE: 1" = 20'
 DEREN LAND SURVEYING
 ACCURACY COUNTS - KNOW YOUR BOUNDARIES

SCALE: 1" = 20' BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	PAGE 2 OF 2 DATE: 11-11-2020 DRAWN BY: GUY FIELD BOOK: 413/18-30 COPYRIGHT © DEREN LAND SURVEYING, LLC. LB No. 7996		DAVID M. DEREN P.S.M. 4605 N.W. 6TH STREET, SUITE H GAINESVILLE, FLORIDA 32609 PHONE: (352) 331-0010 PHONE: (352) 336-3363 FAX: (352) 336-1084 DERENLANDSURVEYING.COM	
		JOB NO. 20303 ACAD FILE: 20303-LOC4		



COMMUNITY DEVELOPMENT DISTRICT

4G

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Grand Haven Community Development District ("**District**") prior to June 15, 2021, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: September 2, 2021

HOUR: 3:00 p.m.

LOCATION: Grand Haven Village Center
Grand Haven Room
2001 Waterside Parkway
Palm Coast, Florida 32137

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Flagler County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF MAY, 2021.

ATTEST:

**GRAND HAVEN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 Proposed Budget

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
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**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Adopted	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
REVENUES					
Assessment levy: general	\$ 3,662,033				\$ 3,984,389
Assessment levy: infrastructure reinvestment	831,757				-
Assessment levy - Escalante, LLC ³	8,626				8,626
Allowable discounts (4%)	(180,097)				(159,721)
Assessment levy - net	4,322,319	\$4,206,618	\$ 115,701	\$ 4,322,319	3,833,294
Reuse water	21,000	5,781	15,219	21,000	23,166
Gate & amenity guest	8,000	4,631	3,369	8,000	8,000
Tennis	3,000	297	2,703	3,000	500
Room rentals	2,000	-	2,000	2,000	500
Interest and miscellaneous	5,500	8,953	-	8,953	23,676
Grant	-	10,650	-	10,650	-
Total revenues	4,361,819	4,236,930	138,992	4,375,922	3,889,136
EXPENDITURES					
Professional & admin					
Supervisors - regular meetings	12,000	6,000	6,000	12,000	12,000
Supervisor - workshops	10,000	3,800	6,200	10,000	9,000
District management	39,127	19,563	19,564	39,127	40,301
Administrative	10,413	5,206	5,207	10,413	10,725
Accounting	21,478	10,739	10,739	21,478	22,122
Assessment roll preparation	9,478	4,739	4,739	9,478	9,762
Audit	11,300	2,500	8,800	11,300	11,300
Legal - general counsel	92,000	40,883	51,117	92,000	103,000
Engineering	30,000	31,500	10,000	41,500	30,000
Insurance: general liability & public officials	11,896	11,531	-	11,531	18,900
Legal advertising	3,500	1,701	1,799	3,500	5,200
Bank fees	1,500	743	757	1,500	1,500
Dues & licenses	175	175	-	175	175
Website hosting & development	1,800	-	1,800	1,800	730
ADA website compliance	210	210	-	210	210
Communications: e-blast	500	459	41	500	480
Music licensing	3,350	3,435	-	3,435	3,520
IT support	18,000	9,020	8,980	18,000	21,900
Property taxes	3,000	-	3,000	3,000	2,400
Postage	3,000	1,401	1,599	3,000	3,000
Office supplies	500	514	400	914	1,000
Tax collector	90,048	84,132	5,916	90,048	79,860
Contingencies	-	449	-	449	500
Total professional & admin	373,275	238,700	146,658	385,358	387,585

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Adopted	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
EXPENDITURES (continued)					
Field operations					
Electric					
Electric services - #12316, 85596, 65378	4,300	2,226	2,074	4,300	5,200
Electric- Village Center - #18308	31,500	13,715	17,785	31,500	31,500
Electric - Creekside - #87064, 70333	21,500	7,450	14,050	21,500	21,500
Street lights ¹	20,000	8,367	11,633	20,000	21,000
Propane - spas/café	38,750	19,539	19,211	38,750	40,600
Garbage - amenity facilities	11,000	7,943	3,057	11,000	15,200
Water/sewer					
Water services ²	98,750	48,838	49,912	98,750	139,300
Water - Village Center - #324043-44997	13,500	5,901	7,599	13,500	13,000
Water - Creekside - #324043-45080	10,000	3,657	6,343	10,000	7,300
Pump house shared facility	15,500	250	15,250	15,500	43,000
Aquatic contract	44,615	22,022	22,593	44,615	51,438
Aquatic contract: lake watch	4,076	-	4,076	4,076	4,076
Aquatic contract: aeration maintenance	4,000	-	4,000	4,000	4,000
Lake bank spraying	6,128	-	6,128	6,128	6,128
Storm clean-up	20,000	1,155	18,845	20,000	26,000
Insurance: property	65,117	69,140	-	69,140	78,435
Insurance: auto general liability	2,000	1,980	-	1,980	4,000
Flood insurance	4,700	3,450	-	3,450	3,600
Property maintenance					
Horticultural consultant	9,600	4,000	5,600	9,600	9,600
Landscape enhancement	112,220	90,296	21,924	112,220	80,000
Landscape repairs & replacement	20,000	8,500	11,500	20,000	43,000
Stormwater system repairs & maintenance	15,000	-	15,000	15,000	15,000
Roads & bridges repairs	15,000	-	15,000	15,000	15,000
Sidewalk repairs & replacement	20,000	49,656	26,000	75,656	-
Landscape maintenance contract services	574,328	239,305	335,023	574,328	585,814
Landscape maintenance: croquet	50,800	13,316	37,484	50,800	50,800
Tree maintenance (Oak tree pruning)	35,000	14,950	20,050	35,000	35,000
Optional flower rotation	20,000	-	20,000	20,000	20,000
Irrigation repairs & replacement	20,000	10,430	9,570	20,000	22,000
Street light maintenance	15,000	4,233	10,767	15,000	15,000
Lift truck repairs & maintenance	5,000	928	4,072	5,000	5,000
Holiday lights	9,000	3,276	5,724	9,000	9,000

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Adopted	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
EXPENDITURES (continued)					
Staff support and amenity operations					
Payroll	520,345	209,097	311,248	520,345	659,287
Merit pay/bonus	20,000	8,322	11,678	20,000	25,000
Payroll taxes	67,905	18,019	49,886	67,905	86,037
Health insurance	65,000	26,119	38,881	65,000	80,000
Insurance: workers' compensation	26,500	18,667	-	18,667	30,000
Payroll services	4,100	1,997	2,103	4,100	6,250
Mileage reimb: operations manager	2,750	1,104	1,646	2,750	2,750
Car allowance: staff	6,000	4,920	1,080	6,000	16,000
Amenity Management	479,000	238,612	246,994	485,606	592,786
Amenity Operations & Maintenance	73,000	30,897	42,103	73,000	-
A/C maintenance and service	3,750	-	3,750	3,750	3,900
Fitness equipment service	7,500	935	6,565	7,500	7,500
Cable/internet	14,500	7,324	7,176	14,500	14,700
Office supplies: field operations	12,000	6,773	690	7,463	14,000
Village center telephone, fax	10,000	2,255	7,745	10,000	4,800
Creekside telephone, fax	10,000	5,481	4,519	10,000	11,600
Pool/spa permits	875	-	875	875	875
Pool chemicals	13,176	5,981	7,195	13,176	15,500
Pest control	3,050	3,015	35	3,050	3,900
Amenity maintenance	110,000	91,706	18,294	110,000	110,000
Community maintenance	110,000	61,704	48,296	110,000	110,000
CERT operations	500	162	338	500	500
Repairs & maintenance: projects					
Fire & security system	3,350	1,738	1,612	3,350	5,300
Gate access control (formerly: Security operations)					
Gate access control staffing	198,373	95,229	103,144	198,373	204,375
Additional guards	15,000	-	15,000	15,000	8,000
Guardhouse facility maintenance	21,000	6,102	14,898	21,000	16,000
Gate communication devices	20,000	14,551	5,449	20,000	21,000
Gate operating supplies	22,000	8,378	13,622	22,000	16,000
Special events	10,000	258	9,742	10,000	10,000
Miscellaneous contingency	4,000	2,213	-	2,213	5,000
Total field operations	3,190,058	1,526,082	1,714,834	3,240,916	3,501,551
Total admin & field ops expenditures	3,563,333	1,764,782	1,861,492	3,626,274	3,889,136
Infrastructure reinvestment					
Capital improvements ⁴					
General infrastructure replacement/repair	1,027,702	510,760	501,000	1,011,760	-
Total infrastructure reinvestment	1,027,702	510,760	501,000	1,011,760	-
Total expenditures	4,591,035	2,275,542	2,362,492	4,638,034	3,889,136

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Adopted	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
EXPENDITURES (continued)					
Excess/(deficiency) of revenues over/(under) expenditures	(229,216)	1,961,388	(2,223,500)	(262,112)	-
OTHER FINANCING SOURCES/(USES)					
Transfer out	-	-	-	-	(1,721,211)
Total other financing sources/(uses)	-	-	-	-	(1,721,211)
Net change in fund balances	(229,216)	1,961,388	(2,223,500)	(262,112)	(1,721,211)
Fund balance - beginning (unaudited)	3,327,233	3,990,851	5,952,239	3,990,851	3,728,739
Fund balance - ending (projected)					
Committed					
Disaster ⁶	981,211	981,211	981,211	981,211	750,000
Future capital improvements	940,000	940,000	940,000	940,000	-
Assigned					
3 months working capital ⁵	890,833	890,833	890,833	890,833	972,284
Unassigned	285,973	3,140,195	916,695	916,695	285,244
Fund balance - ending	<u>\$ 3,098,017</u>	<u>\$ 5,952,239</u>	<u>\$ 3,728,739</u>	<u>\$ 3,728,739</u>	<u>\$ 2,007,528</u>

¹See exhibit 1.

²See exhibit 2.

\$20,000.000

³See exhibit 3

⁴See exhibit 4. Also, please note that in conformity with the District's capitalization policy, only items/projects in excess of \$5,000 will be reflected on the schedule of capital assets.

⁵This item represents fund balance that will be needed to cover expenditures from October through December each fiscal year. Note, current fiscal year assessments should be sufficient to replenish this component of fund balance as it will be needed for the same purpose in the subsequent fiscal year.

⁶This item represents a portion of fund balance that is intended to cover the costs of a material disaster, which is defined as aggregate expenditures in excess of \$50,000 that are necessary to mitigate significant damage resulting from a hurricane, tornado, flood, sinkhole or chemical spill within the boundaries of the District.

General Fund Financing Structure (10 year outlook)							
Outlook	Net Assessment + Other Revenues	(+/-) Prior Year in Total \$ Amount	Projected O&M Expenditures	Projected Beginning GF Fund Balance	Projected (use)/gain of Fund Balance	Projected Ending GF Fund Balance	(+/-) Assessment per Unit
FY2022	\$ 3,889,136	\$ 359,074	\$ 3,889,136	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 168.71
FY2023	\$ 4,005,810	\$ 116,674	\$ 4,005,810	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 61.38
FY2024	\$ 4,125,984	\$ 120,174	\$ 4,125,984	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 63.22
FY2025	\$ 4,249,764	\$ 123,780	\$ 4,249,764	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 65.11
FY2026	\$ 4,377,257	\$ 127,493	\$ 4,377,257	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 67.07
FY2027	\$ 4,508,575	\$ 131,318	\$ 4,508,575	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 69.08
FY2028	\$ 4,643,832	\$ 135,257	\$ 4,643,832	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 71.15
FY2029	\$ 4,783,147	\$ 139,315	\$ 4,783,147	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 73.29
FY2030	\$ 4,926,641	\$ 143,494	\$ 4,926,641	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 75.48
FY2031	\$ 5,074,440	\$ 147,799	\$ 5,074,440	\$ 2,003,921	\$ -	\$ 2,007,528	\$ 77.75
			\$ 44,584,586				\$ 792.23

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional and Administrative Services

Supervisors - regular meetings	\$ 12,000
<p style="padding-left: 20px;">Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates twelve meetings and all five Board Members receiving fees.</p>	
Supervisor - workshops	9,000
<p style="padding-left: 20px;">Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates eleven workshop meetings and all five Board Members receiving fees.</p>	
District management	40,301
<p style="padding-left: 20px;">Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds and operate & maintain the assets of the community.</p>	
Administrative	10,725
<p style="padding-left: 20px;">Wrathell, Hunt and Associates, LLC provides administrative services to the District under the management services agreement. These services include preparation of meeting agenda and minutes, maintaining the District website, records retention, resident requests and all regulatory requirements involving documentation of District activities.</p>	
Accounting	22,122
<p style="padding-left: 20px;">Wrathell, Hunt and Associates, LLC provides budget preparation and reporting, cash management, revenue reporting and accounts payable functions.</p>	
Assessment roll preparation	9,762
<p style="padding-left: 20px;">Wrathell, Hunt and Associates, LLC provides assessment roll services, which include preparing, maintaining and transmitting the annual lien roll with the annual special assessment amounts for the operating, maintenance and capital assessments. This was titled "financial consulting services" in the previous fiscal year.</p>	
Audit	11,300
<p style="padding-left: 20px;">The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General. Grau & Associates conducts the District's audit.</p>	
Legal - general counsel	103,000
<p style="padding-left: 20px;">Clark & Albaugh, LLP. provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Engineering	30,000
<p>The District has engaged a District Engineer to provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Insurance: general liability & public officials ³	18,900
<p>The District carries public officials and general liability and public officials insurance with policies written by Florida Insurance Alliance and these amounts have been combined for the current year budget. The limit of liability is set at \$2,000,000 for general liability (\$4,000,000 general aggregate) and \$1,000,000 for public officials liability (\$2,000,000 general aggregate).</p>	
Legal advertising	5,200
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Bank fees	1,500
<p>Bank charges incurred during the year.</p>	
Dues & licenses	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Website hosting & development	730
<p>Strange Zone, provides website hosting for a fee of \$10.00 per month and website maintenance at an hourly rate of \$115.00.</p>	
ADA website compliance	210
Communications: e-blast	480
<p>Constant Contact, Inc. transmits District news and information to the residents via email.</p>	
Music licensing	3,520
IT support	21,900
<p>Celera: June 1, 2020 - May 31, 2021 = \$1,278.50/mon, \$15,342/yr. + repairs/calls</p>	
Property taxes	2,400
<p>The District pays property taxes to Flagler County on certain parcels of land within the District. Ad valorem taxes are assessed for the parking lot at Escalante Golf.</p>	
Postage	3,000
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Office Supplies	1,000
<p>Accounting and administrative supplies and automated AP routing.</p>	
Tax collector	79,860
<p>The tax collector's fee is 2% of assessments collected.</p>	
Field operations	
<i>Electric</i>	
Electric services - #12316,65378,85596	5,200
<p>FPL charges for electric usage at the main entrance, guardhouse (AC/heat) and lights(#65378), pond aerator, electric at south entrance (#12316) and electric at the north entrance gate house.</p>	
Electric- Village Center - #18308	31,500
<p>FPL charges for electric usage at the Village Center, which includes air conditioning, heating, pool equipment, café appliances and lights.</p>	

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Electric - Creekside - #87064, 70333	21,500
FPL charges for electric usage at the Creekside facility, which includes air conditioning, heating, pool equipment and lights. Account #87064 is for air conditioning and account #70333 is for pool pumps and lighting.	
Street lights ¹	21,000
FPL bills for energy usage of the 495 streetlights located within the District as shown in exhibit 1.	
Propane - Pool/spas/café	40,600
Amerigas Corporation: Propane Heating for Pools/Spas and Café March 2, 2021 - March 1, 2022 = \$1.84 per gallon	
Garbage - amenity facilities	15,200
Waste Management Corp: Creekside: April 1, 2018 - March 31, 2021 = \$870.46/month, \$10,445.52/yr. Village Center: April 1, 2018 - March 31, 2021 = 276.77/month, \$3,321.24/yr.	
<i>Water/Sewer</i>	
Water services ²	139,300
Reuse and potable water is supplied by City of Palm Coast for irrigation purposes. Exhibit 2 lists all of the accounts. The potable water accounts were not converted to reuse because of the extensive conversion costs (account #'s 46201, 46064 and 46200).	
Water - Village Center	13,000
Potable water/sewer is supplied to the Village Center by the City of Palm Coast. (account # 44997)	
Water - Creekside	7,300
Potable water/sewer is supplied to Creekside by the City of Palm Coast (account # 45080).	
Pump house shared facility	43,000
The District has a shared services agreement with Escalante Golf for the operation and maintenance costs of the Marlin Drive pump house. The District bills Escalante Golf 75% of all costs and pays the remaining 25% per the agreement. The agreement went into effect on November 10, 2005 and shall terminate upon the termination of the reclaimed water agreement that went into effect November 17, 2005 and is still in effect.	
Aquatic contract	51,438
Solitude Lake Management: \$3,935.75/mon, \$47,229/yr., for algae and aquatic weed control, monthly inspections, management and reporting for the 47 waterways. Additional costs for fish stocking.	
Aquatic contract: lake watch	4,076
Solitude Lake Management: \$333/mon, \$3996/yr., for water quality monitoring/testing	
Aquatic contract: aeration maintenance	4,000
Solitude/Vertex: \$608/semi-annually, \$1,216/yr., for planned aeration maintenance. Additional costs for repairs.	
Lake bank spraying	6,128
Storm clean-up	26,000

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Property insurance	78,435
The District carries property insurance with Florida Property Alliance. This policy insures District property and contents.	
Insurance: Auto general liability	4,000
Represents automobile insurance for the District's E-350 work truck with lift bucket. The limit of liability is \$1,000,000 for any one accident or loss.	
Flood insurance	3,600
The District carries flood insurance. The limit of coverage is \$4,000,000. The deductible is \$1,000 (except for the conspan and walking bridges). The deductible for the conspan and walking bridges is 5% of their respective values.	
Property maintenance	
Horticultural consultant	9,600
The District has a continuous contract with Louise Leister (horticulturalist) in March 2010 to audit current landscape specifications and develop a landscape master plan that will provide ecological, environmental and economical benefits.	
Landscape enhancement	80,000
Firewise, Vine removal and landscape enhancement projects (formally in Capital)	
Landscape repairs & replacement	43,000
Repairs and/or replacement of existing turf, trees, plants and other landscaping.	
Stormwater system repairs & maintenance	15,000
Repairs and maintenance to the District's stormwater system	
Roads & bridges repairs	15,000
Repairs and maintenance to the District's curbs, gutters, roads and bridges	
Landscape maintenance service contract	585,814
Verdego Agreement commenced on May 1, 2020 Expires September 30, 2022. Year 2-October 1, 2020 through September 30, 2021=\$574,328 Year 3-October 1, 2021 through September 30, 2022=\$585,814 Can auto renew until either party terminates, under year 3 price	
Landscape maintenance: croquet	50,800
Precision Land Grading: Maintenance of the croquet courts. Year	
1 (additional new court)-October 1,2021 through September 30, 2022=\$50,800	
Tree maintenance (Oak tree pruning)	35,000
Optional flower rotation	20,000
Irrigation repairs & maintenance	22,000
Irrigation repairs and maintenance, including sprinkler system inspections, nozzle adjustments, cleaning, and timer adjustments. Additional repairs are provided upon district approval.	
Street light maintenance	15,000
Painting, repairs and maintenance costs associated with the 495 streetlights including all fixtures and lighting parts.	
Lift truck repairs & maintenance	5,000
Holiday lights	9,000
The District provides annual holiday decorations.	
<i>Staff support and amenity operations</i>	

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Payroll	659,287
This is payroll for all District employees, which includes: Operations Manager, Field Superintendent (7) maintenance workers, 1 Office Manager, 1 Executive Assistant to the Operations Manager, and 1 Office Assistant	
Merit pay/bonus	25,000
Employee merit and performance based compensation.	
Payroll taxes	86,037
FICA tax	
Health insurance	80,000
Estimated cost of health insurance for the District's employees.	
Insurance: workers' compensation	30,000
Payroll services	6,250
Payroll for District Supervisors and employees is provided by ADP Corporation	
Mileage reimb: operations manager	2,750
Operations Manager is reimbursed for business mileage at a rate of \$.585/mile per employment agreement. If this is above IRS guideline for mileage reimbursement, the difference will be a taxable benefit.	
Car allowance: staff	16,000
Maintenance workers receive \$2000 / year for vehicle allowance	
Amenity Management	592,786
Vesta Property Services: For Amenity/Cafe Management, programs and activities at the Village Center and Creekside Amenity Centers.	
Year 1 May 1, 2021 - Sept. 30, 2022 = \$592,785.60 annually, \$49,398.80 monthly	
Year 2 Oct. 1, 2022 - Sept. 30, 2023 = \$632,226 annually, \$52,685.50 monthly	
Year 3 Oct. 1, 2023 - Sept. 30, 2024 = \$664,639.13 annually, \$55,386.59 monthly Opt.	
Yr. 4 Oct. 1, 2024 - Sept. 30, 2025 = \$698,571.93 annually, \$58,214.33 monthly	
Amenity A/C maintenance and service	3,900
District contractor provides preventative maintenance on air conditioning systems including filters.	
Fitness equipment service	7,500
Lloyd's exercise equipment provides quarterly maintenance on the exercise equipment at Village Center and Creekside fitness centers for \$1700 annually. Lloyd's charges the District \$175 four times per year for service to Creekside and charges \$250 four times per year for service to the Village Center. Lloyd's also performs any repairs or adjustment service to fitness equipment for an additional cost.	
Cable/internet	14,700
Spectrum, provides cable and internet service at the V.C., CAC and wife for gates.	
Office supplies: field operations	14,000
Sprint Cell phones, paper, printer cartridges, toner, supplies, folders, binders, equipment purchases, coffee supplies, employee logo shirts and other miscellaneous items.	
Village center telephone, fax	4,800
AT&T and Fonality, provides telephone and fax service at the Village Center.	
Creekside telephone, fax	11,600
AT&T and Fonality provides telephone and fax service at Creekside.	

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Pool/spa permits	875
City of Palm Coast requires annual pool and spa permits to operate these facilities.	
Pool chemicals	15,500
The District is billed for pool and spa chemicals at the Village Center and Creekside by Poolsure, Inc.	
Pest control	3,900
Massey and Bug Guard: Termite treatment and pest control at each building location.	
<i>Repairs and maintenance</i>	
Amenity maintenance	110,000
These are general expenditures that relate to the maintenance, purchase of bathroom supplies, sanitizer, PPE, paper towels, soap etc., water for fitness centers, repair & replacement items at the amenity centers.	
Community maintenance	110,000
These are general expenditures that relate to the maintenance, repair & replacement of District infrastructure throughout the community.	
CERT operations	500
Fire & security system	5,300
Fire Alarm-Vector Security: \$86.95/mon, \$1,034.40/yr., plus repair/service calls. Security Camera's-WebWatchdogs: \$1,800/yr. Jan1, 2021-Dec 31, 2021 Creekside-AlarmPro: \$144/qtr, \$576/yr., + repairs Jan 1, 2021-Dec 31, 2021 Village Ctr.-AlarmPro: \$204/qtr, \$816/yr., + repairs	
<i>Gate access control operations</i>	
Gate access control staffing	204,375
Guard One Security Services Agreement Year 1 April 1, 2020 - March 31, 2021 = \$198,373 annually, \$16,532 monthly Year 2 April 1, 2021 - March 31, 2022 = \$204,375 annually, \$17,032 monthly Year 3 April 1, 2022 - March 31, 2023 = \$210,478 annually, \$17,540 monthly	
Additional guards	8,000
As needed for overflow traffic at main gate.	
Guardhouse facility maintenance	16,000
Repairs and maintenance of 3 guard houses / buildings.	
Gate communication devices	21,000
Costs associated with the purchase of access cards and remotes	
Gate operating supplies	16,000
Costs associated with repairs/replacement of gate transmitters, gate poles, keypads, control loops, detectors, and access strips.	
Special events	10,000
Expense associated with Board sanctioned events and activities.	
Miscellaneous contingency	5,000
Expenses of an expedient or required nature that have not been budgeted elsewhere.	
Total expenditures	<u><u>\$ 3,889,136</u></u>

¹See exhibit 1.

²See exhibit 2.

⁴See exhibit 4.

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT
FISCAL YEAR 2022**

	<u>Proposed Budget FY 2022</u>
REVENUES	
Assessment levy: infrastructure reinvestment	\$ 831,771
Allowable discounts (4%)	<u>(33,271)</u>
Assessment levy - net	798,500
Interest and miscellaneous	<u>5,500</u>
Total revenues	<u>804,000</u>
EXPENDITURES	
Professional & admin	
Tax collector	<u>16,635</u>
Total professional & admin	<u>16,635</u>
Infrastructure reinvestment	
General infrastructure replacement/repair ¹	<u>1,030,425</u>
Total infrastructure reinvestment	<u>1,030,425</u>
Total expenditures	<u>1,047,060</u>
EXPENDITURES (continued)	
Excess/(deficiency) of revenues over/(under) expenditures	(243,060)
OTHER FINANCING SOURCES/(USES)	
Transfer in	<u>1,721,211</u>
Total other financing sources/(uses)	<u>1,721,211</u>
Net change in fund balances	1,478,151
Fund balance - beginning (unaudited)	<u>-</u>
Fund balance - ending (projected)	
Committed	
Future capital improvements	1,220,545
Assigned	
3 months working capital ²	257,606
Unassigned	<u>-</u>
Fund balance - ending	<u>\$ 1,478,151</u>

¹See exhibit 4. Also, please note that in conformity with the District's capitalization policy, only items/projects in excess of \$5,000 will be reflected on the schedule of capital assets.

²This item represents fund balance that will be needed to cover expenditures from October through December each fiscal year. Note, current fiscal year assessments should be sufficient to replenish this component of fund balance as it will be needed for the same purpose in the subsequent fiscal year.

GRAND HAVEN
SPECIAL REVENUE FUND - INFRASTRUCTURE REINVESTMENT
FISCAL YEAR 2022

Item	Priority	Description	Location	Budgeted Cost	Revised Budget	Approved Cost	Additional Change \$ (+/-)	Invoiced Amount
1	RES	Concrete Curbing Replacement Plan		100,000				
2	C	Sidewalk Replacement Plan-materials only		50,000				
3	E	Paving Project: The Crossings, Village Center North/South Parking Lots		272,000				
5	R	Village Center North-Parking Lot Expansion - 1x cost to construct		250,000				
6	R	Phase 3 Bathroom Renovation		150,000				
7	E	Additional Work Truck & Trailer		42,000				
8	C	Planned-Pool Heater Replacements (4), Creekside		45,000				
9	E	Planned-Street Light Replacement (10)		60,000				
4	RES	High Speed Commercial Copier / Scanner / Printer-Replacement		11,425				
11	E	Landscape Projects		50,000				
Total capital projects for FY2022				\$ 1,030,425		\$ -	\$ -	\$ -

Priority
C Critical
E Essential
RES Reserve Study
R Requested

**Total approximate value of Capital Assets on Reserve Study = \$18,800,000*

Financing Structure (10 year outlook)

Road Resurfacing Plan

	Outlook	Net Assessment	(+/-) Prior Year	Planned Capital Projects	Projected (use)/gain of Fund Balance	Projected Ending CIP Fund Balance
\$272,000	FY2022	\$ 798,500	\$ (33,257)	\$ 1,030,425	\$ (243,060)	\$ 1,478,151
\$400,000	FY2023	\$ 822,455	\$ 23,955	\$ 899,281	\$ (76,826)	\$ 1,401,325
\$375,000	FY2024	\$ 847,129	\$ 24,674	\$ 846,180	\$ 949	\$ 1,402,274
\$438,000	FY2025	\$ 872,543	\$ 25,414	\$ 1,255,543	\$ (383,000)	\$ 1,019,274
\$366,000	FY2026	\$ 898,719	\$ 26,176	\$ 1,032,172	\$ (133,453)	\$ 885,821
\$495,000	FY2027	\$ 925,681	\$ 26,962	\$ 1,026,223	\$ (100,542)	\$ 785,279
\$422,000	FY2028	\$ 953,451	\$ 27,770	\$ 1,009,101	\$ (55,650)	\$ 729,629
\$535,000	FY2029	\$ 982,055	\$ 28,604	\$ 1,023,863	\$ (41,808)	\$ 687,821
\$3,303,000.00	FY2030	\$ 1,011,517	\$ 29,462	\$ 805,130	\$ 206,387	\$ 894,208
	FY2031	\$ 1,041,863	\$ 30,346	\$ 516,750	\$ 525,113	\$ 1,419,321
				\$ 9,444,668		

Note: Each Year includes \$50,000 in Landscape Projects

Note: FY2025 includes \$500,000 for Café Renovation Project

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED ASSESSMENTS**

|

Projected Fiscal Year 2022 Assessments

Description	Number of Units	General Fund		Special Revenue Fund (SRF)		Debt Service Fund		Combined (General & Debt Service Funds)		
		Admin & Field Ops	Prior Year to Current Year Change	Infrastructure Reinvestment	Prior Year to Current Year Change	DSF	Prior Year to Current Year Change	Total FY 2022 Assessments	Total FY 2021 Assessment	Prior Year to Current Year Change
SF	1,806.0	\$ 2,085.30	\$ 168.71	\$ 435.32	\$ -	\$ -	\$ -	\$ 2,520.62	\$ 2,351.91	\$ 168.71
SF - Parcel 505	89.0	2,085.30	168.71	435.32	-	-	-	2,520.62	2,351.91	168.71
Golf Course - Regular	15.7	2,085.30	168.71	435.32	-	-	-	2,520.62	2,351.91	168.71
Golf Course - Escalante, LLC	-	8,626.00	-	-	-	-	-	8,626.00	8,626.00	-
Total	1,910.7									7.17%

Adopted Fiscal Year 2021 Assessments

Description	Number of Units	General Fund		Special Revenue Fund (SRF)		Debt Service Fund		Combined (General & Debt Service Funds)		
		Admin & Field Ops	Prior Year to Current Year Change	Infrastructure Reinvestment	Prior Year to Current Year Change	DSF	Prior Year to Current Year Change	Total FY 2021 Assessments	Total FY 2020 Assessment	Prior Year to Current Year Change
SF	1,806.0	\$ 1,916.59	\$ 150.57	\$ 435.32	\$ (115.75)	\$ -	\$ -	\$ 2,351.91	\$ 2,317.09	\$ 34.82
SF - Parcel 505	89.0	1,916.59	380.12	435.32	(115.75)	-	-	2,351.91	2,087.54	264.37
Golf Course - Regular	15.7	1,916.59	150.57	435.32	(115.75)	-	-	2,351.91	2,317.09	34.82
Golf Course - Escalante, LLC	-	8,626.00	-	-	-	-	-	8,626.00	8,626.00	-
Total	1,910.7									



COMMUNITY DEVELOPMENT DISTRICT

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**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	<u>Major Funds</u>	Total
	General	Governmental Funds
ASSETS		
Operating account		
SunTrust - operating acct	\$3,505,943	\$ 3,505,943
SunTrust - petty cash	8,346	8,346
Investments		
Stonegate Bank	1,224	1,224
Finemark	249,015	249,015
Finemark - ICS	1,671,895	1,671,895
Centennial Bank	256,193	256,193
Intracoastal Bank	259,065	259,065
Iberia - (MMKT)	49,094	49,094
SBA -161601A	6,980	6,980
Undeposited funds	55	55
Due from other	5,284	5,284
Accounts receivable (rev deferred)	60,194	60,194
Deposits	110	110
Total assets	<u>\$6,073,398</u>	<u>\$ 6,073,398</u>
LIABILITIES		
Liabilities:		
Accounts payable	\$ 63,108	\$ 63,108
Due to other entity	36	36
Total liabilities	<u>63,144</u>	<u>63,144</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	58,015	58,015
Total deferred inflows of resources	<u>58,015</u>	<u>58,015</u>
FUND BALANCES		
Committed		
Disaster	981,211	981,211
Future capital projects	940,000	940,000
Assigned		
3 months working capital	890,833	890,833
Unassigned	3,140,195	3,140,195
Total fund balances	<u>5,952,239</u>	<u>5,952,239</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$6,073,398</u>	 <u>\$ 6,073,398</u>

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Adopted Budget	% of Budget
REVENUES				
Assessment levy: net of allowable discounts	\$ 20,908	\$ 4,206,618	\$ 4,322,319	97%
Reuse water	153	5,781	21,000	28%
Gate & amenity guest	471	4,631	8,000	58%
Tennis fees	-	297	3,000	10%
Room rentals	-	-	2,000	0%
Interest and miscellaneous	160	8,953	5,500	163%
Grant	-	10,650	-	N/A
Total revenues	<u>21,692</u>	<u>4,236,930</u>	<u>4,361,819</u>	97%
EXPENDITURES				
Administrative				
Legislative				
Supervisors - regular meetings	2,000	6,000	12,000	50%
Supervisors - workshops	1,000	3,800	10,000	38%
Financial & administrative				
District management	3,260	19,563	39,127	50%
Administrative services	868	5,206	10,413	50%
Accounting services	1,790	10,739	21,478	50%
Assessment roll preparation	790	4,739	9,478	50%
Auditing services	1,500	2,500	11,300	22%
Legal - general counsel	4,895	40,883	92,000	44%
Engineer	4,705	31,500	30,000	105%
Insurance	-	11,531	11,896	97%
Legal advertising	317	1,701	3,500	49%
Bank fees	115	743	1,500	50%
Dues, licenses & fees	-	175	175	100%
Website hosting & development	-	-	1,800	0%
ADA website compliance	-	210	210	100%
Communications: e-blast	-	459	500	92%
Music licensing	-	3,435	3,350	103%
IT support	1,266	9,020	18,000	50%
Property taxes	-	-	3,000	0%
Postage	147	1,401	3,000	47%
Office supplies	348	514	500	103%
Tax collector	418	84,132	90,048	93%
Contingencies	-	449	-	N/A
Total administrative	<u>23,419</u>	<u>238,700</u>	<u>373,275</u>	64%

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Adopted Budget	% of Budget
Field operations				
Electric utility services				
Electric services - #12316, 65378, 85596	564	2,226	4,300	52%
Electric- Village Center - #18308	4,457	13,715	31,500	44%
Electric - Creekside - #87064, 70333	2,561	7,450	21,500	35%
Street lights	1,899	8,367	20,000	42%
Propane - spas/café	4,168	19,539	38,750	50%
Garbage - amenity facilities	1,976	7,943	11,000	72%
Water/sewer				
Water services	14,862	48,838	98,750	49%
Water - Village Center	2,397	5,901	13,500	44%
Water - Creekside	1,204	3,657	10,000	37%
Pump house shared facility	-	250	15,500	2%
Aquatic contract	4,283	22,022	44,615	49%
Aquatic contract: lake watch	-	-	4,076	0%
Aquatic contract: aeration maintenance	-	-	4,000	0%
Lakebank spraying	-	-	6,128	0%
Hurricane clean-up	-	1,155	20,000	6%
Insurance: property	-	69,140	65,117	106%
Insurance: auto general liability	-	1,980	2,000	99%
Insurance: flood	-	3,450	4,700	73%
Property maintenance				
Horticultural consultant	800	4,000	9,600	42%
Landscape enhancement	6,290	90,296	112,220	80%
Landscape repairs & replacement	8,500	8,500	20,000	43%
Stormwater system repairs & maintenance	-	-	15,000	0%
Roads & bridges repairs	-	-	15,000	0%
Sidewalk repairs & replacement	13,918	49,656	20,000	248%
Landscape maintenance contract services	47,861	239,305	574,328	42%
Landscape maintenance: croquet	2,633	13,316	50,800	26%
Oak tree pruning	-	14,950	35,000	43%
Optional 3rd flower rotation	-	-	20,000	0%
Irrigation repairs & replacement	1,805	10,430	20,000	52%
Street light maintenance	-	4,233	15,000	28%
Lift truck repairs & maintenance	230	928	5,000	19%
Holiday lights	-	3,276	9,000	36%
Staff support and amenity operations				
Payroll	33,758	209,097	520,345	40%
Merit pay/bonus	-	8,322	20,000	42%
Payroll taxes	2,899	18,019	67,905	27%
Health insurance	7,144	26,119	65,000	40%
Insurance: workers' compensation	-	18,667	26,500	70%
Payroll services	267	1,997	4,100	49%
Mileage reimb: operations manager	233	1,104	2,750	40%
Car allowance: staff	886	4,920	6,000	82%
Amenity Management Group, Inc.	39,769	238,612	479,000	50%

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Adopted Budget	% of Budget
Amenity Operations & Maintenance, Inc.	5,149	30,897	73,000	42%
Amenity A/C maintenance and service	-	-	3,750	0%
Fitness equipment service	250	935	7,500	12%
Amenity cable/internet	1,179	7,324	14,500	51%
Office supplies: field operations	832	6,773	12,000	56%
Village center telephone, fax	377	2,255	10,000	23%
Creekside telephone & fax	1,023	5,481	10,000	55%
Pool/spa permits	-	-	875	0%
Pool chemicals	1,196	5,981	13,176	45%
Pest control	230	3,015	3,050	99%
Amenity maintenance	27,616	91,706	110,000	83%
Community maintenance	20,493	61,704	110,000	56%
CERT operations	-	162	500	32%
Repairs & maintenance: projects				
Fire & security system	87	1,738	3,350	52%
Security operations				
Security staffing contract services	15,102	95,229	198,373	48%
Additional guards	-	-	15,000	0%
Guardhouse & gate facility maintenance	684	6,102	21,000	29%
Gate communication devices	3,413	14,551	20,000	73%
Gate operating supplies	1,232	8,378	22,000	38%
Special events	-	258	10,000	3%
Miscellaneous contingency	-	2,213	4,000	55%
Total field operations	<u>284,227</u>	<u>1,526,082</u>	<u>3,190,058</u>	48%
Infrastructure reinvestment				
Capital improvements				
General infrastructure replacement/repair	109,836	510,760	1,027,702	50%
Total infrastructure reinvestment	<u>109,836</u>	<u>510,760</u>	<u>1,027,702</u>	50%
Total expenditures	<u>417,482</u>	<u>2,275,542</u>	<u>4,591,035</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	(395,790)	1,961,388	(229,216)	
Fund balance - beginning (unaudited)	6,348,029	3,990,851	3,327,233	
Fund balance - ending (projected)				
Committed				
Disaster	981,211	981,211	981,211	
Future capital projects	940,000	940,000	940,000	
Assigned				
3 months working capital	890,833	890,833	890,833	
Unassigned	3,140,195	3,140,195	285,973	
Fund balance - ending	<u>\$ 5,952,239</u>	<u>\$ 5,952,239</u>	<u>\$ 3,098,017</u>	



COMMUNITY DEVELOPMENT DISTRICT

5BI

DRAFT

**MINUTES OF MEETING
GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Grand Haven Community Development District held a Virtual Community Workshop on April 1, 2021 at 9:00 a.m., via Zoom video at <https://zoom.us/j/2043596216> and at 1-929-205-6099, Meeting ID 204 359 6216, for both.

Present via Zoom were:

Chip Howden	Chair
Kevin Foley	Vice Chair
Dr. Merrill Stass-Isern	Assistant Secretary
Michael Flanagan	Assistant Secretary
John Polizzi	Assistant Secretary

Also present via Zoom were:

Howard McGaffney	District Manager
Scott Clark	District Counsel
David Sowell	District Engineer
Barry Kloptosky	Operations Manager
Vanessa Stepniak	Office Manager
John Lucansky	Vesta/AMG
Denise Gallo	Resident

FIRST ORDER OF BUSINESS

CALL TO ORDER/ROLL CALL

Mr. McGaffney called the workshop to order at 9:03 a.m. All Supervisors were present. This workshop was advertised to be held virtually and telephonically and the workshop agenda was posted on the District website.

SECOND ORDER OF BUSINESS

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

Supervisor Howden stated that Mr. McGaffney recently informed the Board he accepted a new position with Vesta Property Services. He wished Mr. McGaffney well in his new role and thanked him for his contributions to Grand Haven over the last 13 years. He stated that he

Disclaimer: These summary minutes are intended to highlight the topics discussed, items being considered and actions taken.

39 spoke with Mr. Wrathell and was advised that Wrathell, Hunt and Associates, LLC (WHA) did
40 not currently have a District Manager on staff available in the area to assume Mr. McGaffney's
41 position but WHA would work with the Board and Staff to ensure a smooth transition to a new
42 firm.

43 Mr. McGaffney thanked Supervisor Howden for his kind words and expressed his
44 gratitude for the opportunities at Grand Haven. He discussed his new position at Vesta and
45 stated that he was leaving WHA on good terms and was grateful to Mr. Wrathell and WHA's
46 staff for their friendship and support. He stated that he gave six weeks' notice and offered
47 more, if necessary, to ensure a smooth transition. He thanked the Board and Staff for the
48 opportunity to work together.

49 ▪ **Discussion: The RFP Process**

50 **This item was an addition to the agenda.**

51 Mr. Clark discussed the process for selecting a new District Management company and
52 the need for a good personality match. It would not be necessary to widely advertise a Request
53 for Proposals (RFP) or to select the lowest bidder. The few companies with sufficient experience
54 to be candidates are well-known and would be advised of the position before the RFP is
55 advertised. District Counsel would manage the RFP process and develop a Scope of Work,
56 which includes all legal and statutory requirements and provisions specific to Grand Haven CDD
57 and its amenities. While action could not be taken today, he requested the Board's consensus
58 to develop a document for consideration at the April 15, 2021 meeting and, with a formal
59 approval, he hoped that proposals could be presented at the May meeting.

60 Supervisor Polizzi asked how the transition would work with regard to day-to-day
61 operations. Mr. McGaffney stated there should be no disruption to the Board, Staff or
62 residents, as he would continue as Grand Haven's District Manager and WHA would continue to
63 offer office support, such as accounting, administration and recordkeeping during the RFP
64 process.

65 Supervisor Stass-Isern asked if Mr. McGaffney would continue serving as District
66 Manager beyond his six weeks' notice, if necessary. Mr. McGaffney stated that he and Mr.

67 Wrathell agreed it was in the District's best interest that he remain until June or July, if
68 necessary, and assist with budget planning, long-term planning and strategy.

69 Supervisor Flanagan asked if WHA had a formal process or transition checklist for office
70 operations. Mr. McGaffney stated that key documents would be shared electronically by WHA's
71 office and all financial items would be transferred to the new District Manager, along with
72 documents and financial accounts, as appropriate.

73 Mr. Clark stated that he would be heavily involved in the cooperative turnover and
74 transition, with all parties agreeing on a date for turnover. He estimated that the draft RFP
75 could be distributed to the Board in advance of publishing the next agenda. Discussion ensued
76 regarding the transition, the WHA District Management Agreement and Mr. McGaffney's
77 continuation as District Manager on an interim basis, for the duration of the RFP process.

78

79 **THIRD ORDER OF BUSINESS**

PUBLIC COMMENTS (3-Minute Rule)

80

81 Resident Denise Gallo thanked Mr. McGaffney for his service to the community and
82 wished him well in his future endeavors.

83

84 **FOURTH ORDER OF BUSINESS**

DISCUSSION ITEMS

85

86 **A. Fiscal Year 2022 Proposed Budget**

87 Supervisor Howden stated that Mr. McGaffney spent considerable time reviewing past
88 actual expenditures and recent events; however, financials for the past six months were still
89 subject to change. Mr. McGaffney stated that color-coded items in the agenda represented
90 projections that may require adjustment and discussion. He reviewed the proposed Fiscal Year
91 2022 budget, highlighting line item increases, decreases and adjustments, compared to the
92 Fiscal Year 2021 budget, and explained the reasons for any adjustments. The Board and Staff
93 discussed and adjusted line items and noted if additional information, discussion or decisions
94 were necessary.

95 **• General Fund**

96 Mr. McGaffney reviewed the projected revenues and recalled that the "Assessment
97 levy: infrastructure reinvestment" line item showed zero in the proposed Fiscal Year 2022

98 budget due to the creation of the Special Revenue Fund; those expenditures would also be
99 moved to the Special Revenue Fund.

100 Discussion ensued regarding the “Legal – general counsel” line item and the need to run
101 efficient meetings. Mr. McGaffney cautioned that the District’s historical expenditures for Legal
102 and District Management services are not commensurate with current industry standards,
103 particularly with a combined 22 workshops and meetings annually.

104 Supervisor Foley asked why there was such a large increase in the “Water services” line
105 item. Mr. McGaffney reviewed the prior year actuals and stated that, when outstanding billing
106 is received, he would research it and email his findings.

107 Supervisor Flanagan asked why the “Landscape repairs & replacement” line item
108 increased by \$18,000. Discussion ensued regarding the increase to “Landscape repairs &
109 replacement” and the decrease in “Landscape enhancement.” Mr. Kloptosky stated Ms. Leister
110 would like to budget some landscape repairs and replacements at the main entrance and noted
111 that many residents asked for the main entrance landscaping to receive attention. Mr.
112 McGaffney stated the “Landscape enhancement” line item included \$30,000 for the ongoing
113 FireWise program and \$50,000 for vine removal, with the allocations of these funds to be left at
114 Mr. Kloptosky and Ms. Leister’s discretion. Actuals, projections, needs versus wants, planning
115 repairs and replacements, budgeted amounts, need for six months of actuals and expense
116 projections, were discussed. Mr. Kloptosky stated he would ask Ms. Leister to develop a plan
117 and a budget for discussion at the next meeting.

118 Mr. McGaffney stated that direction regarding hiring additional crew members to
119 complete concrete work and other tasks was needed. Mr. Kloptosky discussed the rationale,
120 benefits and savings achieved by the CDD hiring staff to perform repairs, such as the wooden
121 foot bridges and Tract H repairs.

122 The car allowance versus mileage reimbursement, annual mileage estimates and
123 purchase of additional vehicles, were discussed. Mr. McGaffney stated he would confer with
124 Mr. Clark and make a recommendation. He noted that the Capital Improvement Plan included
125 the purchase of one vehicle for concrete work.

126 ▪ **Road Resurfacing Plan**

127 **This item was presented out of order.**

128 Mr. Sowell displayed and reviewed the proposed Road Resurfacing Plan in which the
129 previously discussed paving projects were planned annually, through Fiscal Year 2029, with
130 annual expenditures of approximately \$500,000 planned for each year. He discussed the P&S
131 Paving bid, portions of the project planned for Fiscal Year 2022 and the Road Resurfacing Plan,
132 which grouped and prioritized annual resurfacing based on condition, location and age.
133 Discussion ensued regarding the plan and prioritization. Mr. Sowell stated the plan allowed for
134 flexibility. The oak tree management plan, curb and gutter repairs and manhole cover repairs
135 would be addressed by in-house staff as necessary.

136 **Mr. Sowell left the meeting at approximately 11:00 a.m.**

137 **The meeting recessed at 11:03 a.m., and reconvened at 11:14 a.m.**

138 • **Special Revenue Fund**

139 Mr. McGaffney presented the Special Revenue Fund and displayed an updated
140 projection of the “Proposed Assessments” in which the “Prior Year to Current Year Change”
141 would be \$249.66, due to reductions in the P&S Paving bid.

142 ○ **FY2022 CIP**

143 ○ **Road Resurfacing Plan**

144 Mr. McGaffney presented the revised proposed Fiscal Year 2022 Capital Improvement
145 Plan (CIP) and the 10-year Financing Structure for the Road Resurfacing Plan, which was
146 currently projected to total \$3,596,000. He displayed the budget spreadsheet and
147 demonstrated the results of various adjustments to the use of fund balance and assessment
148 increases on ending fund balance, year-over-year, and in 10 years.

149 Supervisor Flanagan asked what net assessment increase residents were accustomed to.
150 Mr. McGaffney stated he would forward the exact figures following the meeting. Discussion
151 ensued regarding previous decisions over the past several years to use fund balance rather than
152 increase assessments and whether to impose a one-time assessment increase in Fiscal Year
153 2022 to offset for the revenue shortfall.

154 Supervisor Flanagan noted that the Parking Lot Expansion was updated to \$250,000 and
155 not the \$310,000 listed in the agenda.

156 Discussion ensued regarding the CIP, use of fund balance, assessments and the necessity
157 of the projects planned for Fiscal Year 2022.

158 Mr. McGaffney demonstrated the effect of various fund balance and assessment
159 scenarios and discussed how best to substantiate an assessment increase. The consensus was
160 to not use fund balance in Fiscal Year 2022 budget.

161 **B. Facility Openings**

162 Supervisor Howden stated that the CDC has not relaxed guidelines and expressed
163 concern about reopening the facilities, given positivity rates. He stated that bulletin boards at
164 Creekside were taken down and noted that COVID-19 rules must be posted in all facilities.
165 Discussion ensued regarding the need for consistent enforcement in all facilities and whether to
166 consider changes to the current guidelines.

167 Mr. Lucansky stated that all outdoor programs require 6' social distancing. Both pools
168 and the spa were currently at 30% capacity and many residents asked for the pool capacity to
169 be increased to at least 50%, which would allow four people in the spa and up to 40 in pool, as
170 opposed to the current limits of two in the spa and 30 in the pool. He recommended keeping
171 benches, pickleball and lounge chairs unchanged and the water fountains closed. The outdoor
172 Mahjong group requested permission to resume meeting; however, the outdoor tables are not
173 large enough to provide 6' social distancing. The pickleball community also requested
174 community play be reopened from 8 a.m. to 12 p.m., Monday through Saturday. Amenity staff
175 would continue regulating social distancing.

176 Supervisor Stass-Isern noted that more kids will be out, as the weather gets warmer,
177 and a resident asked for the hours for children to be restructured. This would be considered in
178 the future.

179 Mr. Lucansky recommended increasing capacity at the pools and spa to 50% and
180 keeping everything else the same until the City or the CDC issues new guidance. Discussion
181 ensued regarding the guidelines and enforcement in the CDD, guidelines at other CDDs and in
182 other Counties, concerns specific to Grand Haven and the need to include Mr. Clark in the
183 decision-making process. The consensus was to permit pools and spas to operate at 50%
184 capacity, consistent with current guidelines.

185 Supervisor Stass-Isern asked Mr. Lucansky to consider when children may utilize the
186 pool. Mr. Lucansky discussed the current pool hours and activities schedule, which permitted
187 children to swim every day at 12:00 p.m. Discussion ensued regarding increasing the hours for
188 children and the decision at the last meeting. Mr. Lucansky stated the only decision from the
189 last meeting was to extend pool hours until 8:00 p.m. Pool scheduling would be considered at a
190 future meeting. Mr. Lucansky stated that he would distribute a schedule of activities to the
191 Board. Supervisor Howden asked Mr. Lucansky to send an e-blast regarding COVID-19 policies.

192 Supervisor Foley discussed another recent incident involving children misbehaving at a
193 fitness center. Mr. McGaffney stated that he was waiting for incident reports; policies would
194 be followed, incidents would be documented and appropriate actions would be taken.

195

196 **FIFTH ORDER OF BUSINESS**

REPORT: Operations Manager [Barry Kloptosky]

197

198

199 Mr. Kloptosky reported the following:

200 ➤ He and Supervisor Stass-Isern met with some pickleball players. The meeting went very
201 well and bidding on the project commenced. The players felt that their concerns were
202 addressed in the plans and the budget. The only issue remaining was the matter of a padded
203 court surface and the group decided not to delay the project but to consider addressing the
204 issue when new technology becomes available.

205 Supervisor Howden thanked and recognized Mr. Kloptosky for his thoroughness,
206 attentiveness and competency and stated that he provided all of the background information,
207 including engineering drawings and responses to all questions raised. Supervisor Stass-Isern
208 stated the meeting was successful because it dispelled misinformation, demonstrated Mr.
209 Kloptosky's planning and preparation and set reasonable expectations regarding the time
210 frame.

211 Supervisor Foley suggested a process for managing public involvement be considered to
212 prevent the community from impeding the progress of the bidding and construction activities.
213 Supervisor Stass-Isern stated that the residents were asked to select a representative group and
214 take a survey. Supervisor Howden suggested this process be incorporated in the

215 communications plan, when it is discussed later this year. Supervisor Polizzi agreed and stated
216 he would work with Mr. McGaffney to develop a process. Supervisor Stass-Isern suggested a
217 means for the community to ask questions aside from email and public comments.

218 ➤ A meeting was held with croquet players and all questions and concerns were addressed
219 before construction commenced. Construction was underway and tree and sod removal had
220 begun.

221 ➤ The Grand Haven Room audio/visual equipment was delayed due to backorders; most
222 of the equipment was expected to arrive before the next meeting. The goal was to have the
223 space ready for the Board meeting in two weeks. Updates would be provided.

224 ➤ Ongoing work in the Grand Haven Room includes trim upgrades and construction of
225 storage closets for CERT equipment.

226 ➤ Proposals were received for flooring replacement and shades; flooring was included in
227 the original CIP but the shades were not. Shades were added to the CIP separately and upon
228 approval, ordering and construction could begin.

229 Mr. McGaffney stated that, while it was hoped that the \$20,600 upgraded budget
230 amount would be sufficient, an additional \$30,000 was needed to complete work that was
231 underway in the Grand Haven Room before the technology updates are added.

232 The consensus was that Mr. Kloptosky could proceed with the project and this would be
233 included under Business Items for approval at the next meeting.

234 ➤ Village Center Front Entrance: The backlighted signage was being installed today.

235 ➤ Renovations: Gold tree emblems are being installed at many locations throughout the
236 community scheduled for enhancement.

237 ➤ The Village Center Office, Café and Gym doors were delivered and installation was
238 ongoing.

239 ➤ Core samples were taken. Samples taken in The Crossings confirmed that the asphalt
240 was substandard and very thin in some areas. Repaving would correct the issue.

241 Supervisor Flanagan stated that land was cleared for a new home under construction
242 and asked if barriers were required to protect the river. Mr. Kloptosky stated that a perimeter
243 silt fence was required around the lot; he would contact the HOA to inquire.

244 Supervisor Foley asked if a time frame for the pickleball courts should be
245 communicated. Mr. Kloptosky stated that he would do so after bids are received.

246 Mr. McGaffney thanked Mr. Kloptosky for the opportunity to work with him for so many
247 years. Mr. Kloptosky stated he felt the same, thanked Mr. McGaffney for his support and
248 wished him well in his future opportunities.

249

250 **SIXTH ORDER OF BUSINESS**

NEXT BOARD OF SUPERVISORS MEETING
251 **DATE: April 15, 2021 at 9:00 A.M.**

252

253 ○ **QUORUM CHECK**

254 All Supervisors confirmed their attendance at the April 15, 2021 meeting.

255

256 **SEVENTH ORDER OF BUSINESS**

SUPERVISORS' REQUESTS

257

258 If use of the AED would be limited to Staff, Supervisor Stass-Isern suggested
259 consideration of an alarm, as a pickleball player timed the distance and an eight-minute delay
260 to get help would eliminate the benefit. If non-staff can use the AED, she suggested the Board
261 consider arranging a certification class, as previously discussed. Mr. McGaffney would confer
262 with Mr. Clark and advise accordingly.

263 Supervisor Foley asked if Staff could work with Vesta to increase participation in the
264 Resident Directory. Mr. Lucansky stated he would address the matter.

265

266 **EIGHTH ORDER OF BUSINESS**

ADJOURNMENT

267

268 There being nothing further to discuss, the workshop adjourned.

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270 **On MOTION by Supervisor Stass-Isern and seconded by Supervisor Polizzi, with**
271 **all in favor, the workshop adjourned at 1:38 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair



COMMUNITY DEVELOPMENT DISTRICT

5B11

DRAFT
MINUTES OF MEETING
GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Grand Haven Community Development District held a Regular Meeting on Thursday, April 15, 2021 at 9:00 a.m., in the Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137.

Present were:

Chip Howden	Chair
Kevin Foley	Vice Chair
Dr. Merrill Stass-Isern	Assistant Secretary
Michael Flanagan	Assistant Secretary
John Polizzi	Assistant Secretary

Also present, were:

Scott Clark	District Counsel
Barry Kloptosky (via telephone)	Operations Manager
Vanessa Stepniak	Office Manager
Roy Deary	Vesta/AMG
John Lucansky	Vesta/AMG
Robert Ross	Vesta/AMG

Residents present, were:

Denise Gallo	Lisa Mrakovic	DW Ferguson	Geraldine March
Eric Robinson	Other Residents		

FIRST ORDER OF BUSINESS

CALL TO ORDER/ROLL CALL

Supervisor Howden called the meeting to order at 9:02 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

PUBLIC COMMENTS (3-Minute Rule)

Disclaimer: These summary minutes are intended to highlight the topics discussed, items being considered and actions taken.

42 Resident Lisa Mrakovcic asked for the Move to Music group to be permitted to use the
43 Grand Haven Room as soon as the refurbishing project is complete. Supervisor Howden stated
44 the Board would discuss lifting restrictions at the next Workshop and action may be taken at
45 the next Board meeting, in advance of the Grand Haven Room reopening. Ms. Mrakovcic asked
46 if the prohibition against using the tennis bag hooks would be lifted, given new CDC guidelines.
47 Mr. Lucansky stated this would be addressed during his report.

48 Supervisor Stass-Isern suggested reintroducing the use of resident comment cards.
49 Supervisor Howden stated that they would be used at future meetings.

50 ▪ **STAFF REPORT: District Counsel: *Clark & Albaugh, LLP* [Scott Clark]**

51 **This item, previously Item 6D, was presented out of order.**

52 Mr. Clark discussed recent legislative changes that strengthen the burden of proof for
53 claimants in liability lawsuits and creates a qualified immunity when the District can
54 demonstrate good faith efforts to comply with Federal, State and local guidelines. Supervisor
55 Polizzi asked how long the legislation would be in effect. Mr. Clark would research it and advise.

56 Supervisor Flanagan asked about guidelines to assist in developing the reopening plans.
57 Mr. Clark stated the CDC guidelines providing primary guidance were continually evolving; at
58 the Workshop, at the Board's request, he would assist in evaluating how best to meet the
59 guidelines. Mr. Clark discussed the Governor's Executive Order banning vaccine mandates and
60 noted that the Executive Orders would expire but new legislation was reportedly being drafted.

61 Mr. Clark recalled previous discussions about whether to restrict use of the AED to only
62 the Amenity Staff. He discussed an applicable State Statute that creates qualified immunity and
63 liability protection for non-staff implementing the AED, in the absence of a trained professional,
64 and recommended adjusting the District's AED policy accordingly. Supervisor Stass-Isern asked
65 if an informational class could be held for interested residents. Mr. Clark expressed his support
66 for a class and recommended including a demonstration of the device's capabilities and voice
67 commands. Adopting a policy, communicating information to residents and a general
68 orientation class were discussed. Mr. Clark stated that, as employees and agents of the CDD, all
69 Amenity staff should be trained to use the device. Supervisors who may be called to use the
70 AED were encouraged to attend the training session. Supervisor Howden stated that the Board
71 would work together to determine the best means for ongoing training and communications.

72

73 **On MOTION by Supervisor Stass-Isern and seconded by Supervisor Foley, with**
74 **all in favor, implementing the AED guidelines and providing general**
75 **information and an orientation class to the Grand Haven community, was**
76 **approved.**

77
78
79 Mr. Clark discussed his conversations with the Sheriff's Department regarding a recently
80 dismissed amenity trespass notice and the CDD's processes for trespassing residents. He
81 recommended amending the Rules to specify that residents would be issued a 30-day trespass
82 notice, subject to Board review. Discussion ensued regarding procedures followed for incidents.
83 Mr. Clark stated that he would compose a summary of his correspondence with the Sheriff's
84 Department and the District's processes, to be provided for Amenity Staff to use and reference.
85 Discussion ensued regarding processes for incidents and recent incidents in the District.

86 Mr. Clark discussed two additional incidents in which suspension letters were sent. The
87 residents were invited to attend the May 20, 2021 Board Meeting, at which the Board would
88 consider the reports and take action. He discussed the processes for written incident reports,
89 documentation and agenda items. Support the Amenity staff and the Policies and Procedures
90 posted online, were discussed. Mr. Clark stated that he would review the language and suggest
91 revisions to the Policies and Procedures to provide clarity to the Sheriff's Department.

92
93 **FOURTH ORDER OF BUSINESS**

BUSINESS ITEMS

94
95 **A. Authorization of RFP for District Manager Services**

96 Mr. Clark presented the Request for Proposals (RFP) for District Manager Services, the
97 "Management Services Statement of Work" and a redline with Supervisor Flanagan's suggested
98 revisions. Responses to the RFP should be received before the May meeting and responses
99 would be considered at the June meeting. Discussion ensued regarding revisions to the RFP,
100 processes and the time frame. The following changes were made to the RFP:

101 Page 5, RFP Section 6, PUBLIC PRESENTATIONS: The selected firm's District Manager
102 would attend.

103 Page 13, STATEMENT OF WORK, I. c.: Change "Attend" to "Attend and provide
104 leadership in"

105 Page 13, STATEMENT OF WORK, I. g.: Change "maintenance" to "management"

106 Page 17, STATEMENT OF WORK, IV.: Change "FIELD MANAGEMENT" heading to
107 "OPERATIONS"

108 Page 17, STATEMENT OF WORK, IV I.: Change "Help develop and enforce" to "Assist in
109 the development and enforcement of"

110

111 **On MOTION by Supervisor Stass-Isern and seconded by Supervisor Polizzi, with**
112 **all in favor, the Request for Proposals for District Manager Services, as**
113 **amended, and authorizing Staff to advertise the RFP, , was approved.**

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115

116 **B. Discussion/Consideration: Proposed Amendment to Rules, Policies and Fees for All**
117 **Amenity Facilities**

118 Supervisor Howden proposed increasing the Grand Haven Annual User Fee for persons
119 or families not owning real property within the District, due to rising costs and assessments.
120 The user fee disclosed on Page 4 of the CDD's Policies and Procedures is currently \$2,500 and
121 may be increased a maximum of 10% annually. Mr. Clark stated the appropriate time for such a
122 change would be during adoption of the budget. Discussion ensued regarding comparables in
123 the market, process for amending the Rules and maintaining capacity limits for the amenities.

124 Supervisor Stass-Isern motioned to adopt the 10% increase, to be noticed and approved
125 with the budget, reserving the right to consider additional increases, in conjunction, if market
126 conditions warrant. Supervisor Foley seconded the motion.

127 Additional market research, increasing the fee more than 10% and amendments to the
128 Rules, were discussed. Mr. Clark stated that the current Rule permits an increase of no more
129 than 10%, which could be effectuated tomorrow but he recommended proposing and noticing
130 a specific increase for adoption at a Public Hearing. Supervisor Stass-Isern withdrew the motion.
131 Supervisor Howden asked for all competitive fees research to be sent to the District Manager.

132 **C. Consideration of Operations Manager's Annual Performance Evaluation**

133 This item was deferred to the next meeting.

134 **D. Consideration of Resolution 2021-05, Designating Dates, Times and Locations for**
135 **Community Workshops and Regular Public Meetings of the Board of Supervisors of**
136 **the District for Fiscal Year 2021/2022; and Providing for an Effective Date**

137 Supervisor Howden presented Resolution 2021-05.

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On MOTION by Supervisor Flanagan and seconded by Supervisor Foley, with all in favor, Resolution 2021-05, Designating Dates, Times and Locations for Community Workshops and Regular Public Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022; and Providing for an Effective Date, was adopted.

E. Consideration of S.E. Cline Construction, Inc., Proposal for Curb/Root Repairs Before Asphalt

Mr. Kloptosky presented the S.E. Cline Construction, Inc., (Cline) proposal for work to be performed in Fiscal Year 2021, in anticipation of repaving The Crossings in Fiscal Year 2022. Asphalt patches at 21 locations identified in the proposal could be excluded in order to realize savings of \$15,480. While the roads would be aesthetically unpleasing until paving is completed, it was possible to coordinate the asphalt RFP and paving for as soon as possible after the repairs. A contingency was recommended, as the locations were subject to change due to continual tree root damages. Supervisor Howden felt that, despite the aesthetics and potential for complaints, this was the correct course of action financially. He noted that Board support of the project would be essential. Mr. Kloptosky stated that, per the District Engineer and contractors, this process is common in the industry. He felt that residents should be informed about the strategy and savings. Supervisor Polizzi felt that more communication for projects was needed. Discussion ensued regarding coordinating the RFP for asphalt paving and timing the Cline repairs accordingly. Mr. Kloptosky noted that existing roadway safety concerns were addressed. Discussion ensued regarding contingency; the consensus was to approve the \$73,239 proposal amount and allocate the amounts saved as contingency.

Supervisor Howden stated the RFP for The Crossings paving would be considered at the May meeting. Supervisor Foley stated he would include a summary about this project in the next Oak Tree article. Supervisor Howden noted that some residents persistently call Mr. Kloptosky and asked everyone to emphasize the need to communicate with the office staff. Mr. Kloptosky stated, if both projects were approved, he could coordinate and expedite the project.

On MOTION by Supervisor Flanagan and seconded by Supervisor Stass-Isern, with all in favor, the S.E. Cline Construction, Inc., Proposal for Curb/Root Repairs, excluding asphalt patches and including the cost savings as contingency, in the amount of \$73,239, was approved.

174 FIFTH ORDER OF BUSINESS

CONSENT AGENDA ITEMS

175

176 A. ACCEPTANCE OF UNAUDITED FINANCIAL STATEMENTS

- 177 • Unaudited Financial Statements as of February 28, 2021

178 B. APPROVAL OF MINUTES

179 I. March 4, 2021 Virtual Community Workshop

180 The following change was made:

181 Line 118: Change "\$281,211" to "\$231,212"

182 II. March 18, 2021 Public Hearing and Regular Meeting

183 Supervisor Foley wondered if a procedure or an agenda item for follow up should be
184 implemented. Supervisor Howden stated he would discuss the process with Mr. McGaffney.

185 C. Purchase of Materials and Completion of Grand Haven Room

186 I. Palm Coast Flooring Outlet [\$12,100.28]

187 II. US Blinds [\$13,539.56]

188

189 **On MOTION by Supervisor Foley and seconded by Supervisor Stass-Isern, with**
190 **all in favor, the Consent Agenda Items, as amended to include revisions to the**
191 **minutes, were accepted and approved.**

192

193

194 The meeting recessed at 11:05 a.m. and reconvened at 11:23 a.m.

195

196 SIXTH ORDER OF BUSINESS

STAFF REPORTS

197

198 A. District Engineer: *DRMP, Inc.* [David Sowell]199 Supervisor Howden stated that the District Engineer advised that the north parking lot
200 expansion could be approached from Waterside Parkway, without disturbing the current north
201 parking lot. He and Mr. Kloptosky agree that neither the north parking lot nor the south parking
202 lot require milling and repaving in Fiscal Year 2022, which could possibly reduce the cost by
203 \$65,000 and, likely, without impacting the unit cost of paving in The Crossings.204 Mr. Kloptosky stated the north parking lot is approximately ten years old. Mr. Sowell
205 had advised that the project may be postponed until 2022 or 2023, the permitting process for
206 the parking lot extension would be lengthy and, if approved, the parking lot would likely not be
207 completed by Fiscal Year 2023. Discussion ensued regarding permitting and the parking lots.208 B. Amenity Manager: *Amenity Management Group, Inc.* [Robert Ross]

209 Mr. Lucansky presented the following recommendations for reopening some amenities:

210 ➤ Increase pool/spa capacity from 30% to 50%.

211 ➤ Lift bench restrictions on tennis and pickleball courts and allow use of the hooks.

212 ➤ Resume community pickleball, Monday through Friday from 8:00 a.m. to 12:00 p.m.

213 Signup sheets are kept to maintain attendance records.

214 ➤ Keep water fountains closed.

215 Discussion ensued regarding water fountains, water coolers and related maintenance.

216 Mr. Kloptosky stated he would ensure that water fountain maintenance is performed according

217 to schedule. Local and state restrictions and policies and guidance were discussed. Mr. Ross

218 stated that water coolers and cups could be provided.

219

220 **On MOTION by Supervisor Polizzi and seconded by Supervisor Foley, the**
221 **revisions to the amenity capacities and procedures, as discussed, were**
222 **approved.**

223

224

225 Discussion ensued regarding the adjusted pool capacities, which would accommodate

226 40 at The Village Center pool and 25 at the Creekside pool. Supervisor Stass-Isern asked if

227 changes were made to accommodate children at the pool. The consensus was to reduce water

228 aerobics to one hour and open the pool to general swimming at 11:00 a.m., at both pools.

229

230 **On MOTION by Supervisor Stass-Isern and seconded by Supervisor Foley,**
231 **reducing water aerobics and opening the pools to general swimming at 11:00**
232 **a.m., as discussed, was approved.**

233

234

235 Supervisor Stass-Isern asked if more employees were hired at the Café. Mr. Ross

236 described the hiring difficulties and stated that one employee had been hired; two more were

237 needed in order to open on Saturday mornings.

238 **C. Operations Manager: [Barry Kloptosky]**

239 **I. CIP**

240 Mr. Kloptosky presented the Capital Improvement Plan (CIP) and discussed recent

241 revisions.

242 **II. Monthly Report**

243 Mr. Kloptosky presented the Operations Manager's Report and discussed the following:

244 ➤ Pickleball Courts: At a site meeting with the contractor, a significant site grading issue
245 was identified. A contract add-on was received for additional reinforcement, grading and fill.

246 Discussion ensued regarding the project, project costs, estimated additional costs and
247 the not-to-exceed amount. Supervisor Howden stated the not-to-exceed amount seemed
248 sufficient and that resurfacing was a maintenance item and would be accounted for separately.

249 Mr. Kloptosky stated that, upon approval, the resurfacing could be scheduled.
250 Discussion ensued regarding timing the resurfacing for after the new courts are constructed.

251 ➤ New Croquet Court at Creekside: Members of the croquet community asked about
252 lighting, which was not included in the original pricing. Quotes would be obtained.

253 ➤ Grand Haven Meeting Room: The microphones were delayed but expected soon.

254 Mr. Kloptosky described ongoing challenges due to shipping, delivery and procedures,
255 which contribute to project delays. Supervisor Howden discussed governmental accounting and
256 payable processes. Discussion ensued regarding additional work scheduled in the Grand Haven
257 Room and whether to consider opening the Grand Haven Room for certain activities. This may
258 be considered at the next meeting.

259 Supervisor Polizzi asked if the floor of the long bridge would be completed in Wild Oaks.
260 Mr. Kloptosky responded affirmatively and stated that the lumber delivery was due soon.

261 Mr. Kloptosky stated that several Pond 4 residents complained about bank erosion. At a
262 walkthrough several years ago, no immediate action was recommended. Supervisor Howden
263 read a letter from a resident expressing concern about erosion and requesting information
264 regarding a corrective action plan. The District Engineer would survey and make an assessment
265 of the properties and give recommendations.

266 **D. District Counsel: *Clark & Albaugh, LLP* [Scott Clark]**

267 This item was presented following the Third Order of Business.

268

269 **SEVENTH ORDER OF BUSINESS**

UPCOMING WORKSHOP AGENDA ITEMS

270

271 Of the items included on the matrix developed by Mr. McGaffney, Supervisor Howden
272 wanted to address human resources, insurance and job descriptions. He stated that Mr.
273 McGaffney asked Ms. Leister to make a presentation in advance of finalizing the budget.

274 Supervisor Foley stated that fitness recommendations were reviewed and excellent
275 references were provided.

276 With regard to the trespass incident, Mr. Ross stated that, although Mr. McGaffney
277 waited several hours, the resident did not show up to discuss it.

278 Supervisor Foley asked if Ms. Leister could make recommendations relating to the
279 VerdeGo proposal. Discussion ensued regarding Ms. Leister’s presentation. Mr. Kloptosky
280 believed that Ms. Leister was scheduled to present at the May Virtual Workshop.

281

EIGHTH ORDER OF BUSINESS

SUPERVISORS’ REQUESTS

282

283
284 Supervisor Flanagan suggested that action be taken regarding speeding in Grand Haven.
285 Discussion ensued regarding specific issues, remedies and a possible article in The Oak Tree.
286 Supervisor Howden stated this would be added to the Matrix.

287 Supervisor Foley noted that the oak trees were shedding leaves and voiced his opinion
288 that the leaves restrict water flow and flow into the ponds and that palm fronds contribute to
289 the problem. Discussion ensued regarding cost, scope and management to address the issue.
290 Mr. Clark stated it is a private property issue, unless the District finds it is interfering with the
291 stormwater management system, at which time the District could step in and expend CDD
292 funds to correct the issue. Discussion ensued regarding resident negligence in collecting leaves,
293 oak tree density, the scope of the problem and impact of leaves flowing into the ponds. Mr.
294 Kloptosky would contact the lake management company for more information.

295

NINTH ORDER OF BUSINESS

**NEXT COMMUNITY WORKSHOP DATE: May
6, 2021 at 9:00 A.M.**

296

297

298

• **QUORUM CHECK**

300 Supervisors Stass-Isern, Foley, Flanagan and Howden confirmed their attendance at the
301 workshop on May 6, 2021, via Zoom.

302

TENTH ORDER OF BUSINESS

ADJOURNMENT

303

304

There being nothing further to discuss, the meeting adjourned.

305

306

**On MOTION by Supervisor Foley and seconded by Supervisor Polizzi, with all in
favor, the meeting adjourned at 1:01 p.m.**

307

308

309
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314

Secretary/Assistant Secretary

Chair/Vice Chair



COMMUNITY DEVELOPMENT DISTRICT

6C1

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY2020/2021 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER
EXHIBIT 4
Updated 05/11/2021**

Item	Type	Priority / Rank	Description	Location	Budgeted Cost	Revised Budget	Approved Cost	Additional Change \$ (+/-)	Invoiced Amount	Status/Comments
1	C		Concrete Curbing Repair Allowance - CDD Property	Roads	60,770	40,197	100,967		59,510	Next round of repairs in progress
2	C		Crossings Curb/Gutter Repair	Crossings		73,239	73,239			In advance of FY2022 road resurfacing
3	RES		Finish, Rubber Tile Floor - Clubhouse (CAC) Gym	Creekside	8,547					Seeking proposal
4	R		Village Center Bathroom Renovation Project	Village Center	212,180	(212,180)	-	-		Board approved a NTE \$50,000 for phase 2 improvements
5			Phase II \$50,000			50,000				Materials being ordered
6			Phase III \$130,000							Moved to FY2022
7	C		Boardwalk, Wood Deck & Railing - Esplanade (Golf Club)	Esplanade	29,343					Waiting for start date
8	C		Boardwalk, Wood Deck & Railing - Esplanade (Jasmine)	Esplanade	33,606					Staff has started repairs
9	C		Boardwalk, Wood Deck & Railing - Esplanade (Waterview)	Esplanade	59,980					Waiting for start date
10	C		Boardwalk, Wood Deck & Railing - Wild Oaks Park	Wild Oaks	28,841				8,446	Repairs completed by staff
11	R		Croquet Court Expansion - 1 x cost to construct	Creekside	124,630		124,630		33,289	Final grading in progress
12	R		Pickleball Expansion - Construction of 2 New Courts	Village Center	65,000	60,000	125,000			Contracts being prepared by District Counsel
13	C		Debris Clean Up Allowance - Tract H	Wild Oaks	25,750	(25,750)	-	-		Cleanup completed by staff
14	E		Shelter Fabric, Recover - Wild Oaks Park	Wild Oaks	7,725	(7,725)				
15	E		Spa Equipment, Heater, Gas - CAC	Creekside	9,270					
16	RES		Signage, HD Foam - Decorative Directional Street Signs	Roads	3,708	(3,708)				
17	RES		Village Center Fitness Center Equipment	Village Center		59,832	60,000		29,378	Waiting for delivery date
18	RES		Fitness, Cardio, Elliptical Cross-Trainer - CAC	Creekside	13,608	(13,608)				
19	RES		Fitness, Cardio, Recumbent Bike - CAC	Creekside	7,626	(7,626)				
20	RES		Fitness, Cardio, Treadmill - CAC	Creekside	16,689	(16,689)				
21	RES		Fitness, Weight Bench - CAC	Creekside	1,702	(1,702)				
22	RES		Fitness, Cardio, Elliptical Cross-Trainer - VC	Village Center	20,413	(20,413)				
23	RES		Fitness, Cardio, Stationary Bike - VC	Village Center	7,031	(7,031)				
24	RES		Fitness, Cardio, Treadmill - VC	Village Center	16,689	(16,689)				
25	RES		Upgrades to the Grand Haven Room	Village Center	20,600		12,100		13,414	Upgrades by staff in progress
26			Grand Haven Room audio visual upgrade	Village Center		30,000	18,397		9,199	Expected to be completed 5/18/2021
27			Grand Haven Room window treatments/shades	Village Center		13,539	13,539		6,770	Waiting for installation date
28	RES		Restaurant, Convection Oven, Dbl - Cafe Kitchen VC	Village Center	10,615					
29	RES		Restaurant, Glass Washer - Cafe Bar VC	Village Center	4,777					
30	RES		Restaurant, Ice Bin w/Bottle Well - Cafe Bar VC	Village Center	2,706					
31	RES		Restaurant, Ice Machine - Cafe Kitchen VC	Village Center	6,076					
32	C		Expand Village Center Parking area	Village Center	199,820	(199,820)	-			Board directed to begin October 2021, RFP's being drafted
33	C		Wildfire Mitigation	District-wide	30,000				30,700	Firewise mowing FY2021 completed
34			Total capital projects for FY2021		1,027,702	(206,134)	577,872		190,705	
35										
36			FY2019/2020 Carryover Projects							
37			Village Center Fitness Center Enhancement	Village Center	-	8,947	-		8,947	Complete. Invoiced amount reflects amount completed in FY2021
38			Village Center Office Renovation	Village Center	-	2,538	-		2,538	Complete, open for staff use
39			Replace decking & railings - Front Street Pier	Unspecified	-	40,908	-		40,908	Complete. Invoiced amount reflects amount completed in FY2021
40			Replace decking & railings - Clubhouse Pier	Unspecified	-	5,391	-		5,391	Complete. Invoiced amount reflects amount completed in FY2021
41			Replace columns & railings - Front Street Park Gazebo	Unspecified	-	6,705	-		6,705	Complete. Invoiced amount reflects amount completed in FY2021
42			Replace Village Center walkway awning/ceiling-add gutters	Village Center	-	239,141	-		239,140	Complete including final walkthrough and inspection
43			- Replace 14 columns around pool area	Village Center	-		-			Complete including final walkthrough and inspection
44			- New stone caps on footings - split column wraps	Village Center	-		-			Complete including final walkthrough and inspection
45			Replace Village Center Breezeway/Entrance Ceiling (Change Order Request)	Village Center	-		-			Complete including final walkthrough and inspection
46			Office Technology Updates and Upgrades	Office		14,225	14,225		7,113	Waiting for scheduled installation date
47			Village Center Fitness Center Flooring - clean and or replace	Village Center	-		6,999		6,999	Complete. Delivered and installed
48			Village Center Office/Fitness Center/Cafe Entry Doors & Trim	Village Center	-		20,431			Waiting for delivery
49			New Tables and chairs for Cafe outdoor area	Village Center		7,198			7,198	Approved in FY2020, purchased in FY2021
50			Total Carryover Projects from prior year		\$ -	\$ 325,054	\$ 41,655	\$ -	\$ 317,741	
51			GRAND HAVEN Total		\$ 1,027,702.00	\$ 118,919.77	\$ 619,527.56	\$ -	\$ 508,446.35	

Type
C Critical
E Essential
R Request
RES Reserve Study

Priority Rank Rank the priority, beginning at #1 as the greatest priority



COMMUNITY DEVELOPMENT DISTRICT

6C11



Operations Manager's Report – May 20th, 2021

- SIDEWALK DEFLECTION REPAIRS
 - Waterside Parkway – in progress
- CURB AND GUTTER REPAIRS
 - Repairs in progress.
- VILLAGE CENTER SIGNAGE AND OUTDOOR SPEAKER REPLACEMENT
 - Signage completed.
 - Outdoor speakers installed.
 - New outdoor speaker equipment is on order.
- CONSTRUCTION OF TWO NEW PICKLEBALL COURTS AT VILLAGE CENTER
 - Site meeting with infrastructure contractor and District Engineer to review clearing, grade elevations, and protection of preserve areas.
 - Reviewed permitting requirements and coordination of contractors.
 - Construction proposal and clearing/grading proposal received. Waiting for contract to be finalized.
 - Received proposal for 2 small canopies.
 - Two benches on order – 12-14 week lead time.

Barry Kloptosky • Operations Manager
Grand Haven CDD
2 N. Village Pkwy
Palm Coast FL. 32137
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GRAND HAVEN



COMMUNITY DEVELOPMENT DISTRICT

- CONSTRUCTION OF NEW CROQUET COURTS AT CREEKSIDE
 - Clearing 90% complete – sod, tree, and brush.
 - Rough grading 90% complete.
 - Installation of drainage stone complete.
 - Underground conduit for future court lighting has been installed.
 - Underground irrigation lines have been installed.
 - Once the court construction is completed, the court will need to sit dormant for at least 30 days to let the grass take root and grow before it becomes playable.
 - During this time, the installation of the paver patios, canopies, and benches will be completed.
- STAFF REPAIRS TO WOODEN WALKING BRIDGES
 - Wild Oaks bridges have been completed.
 - Staff now working on the Jasmine walking bridges.
- AUDIO/VISUAL UPGRADES IN GRAND HAVEN MEETING ROOM
 - Expected to be completed May 18th, 2021.

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- GRAND HAVEN MEETING ROOM UPGRADES
 - New trim 90% complete – painting 50% complete.
 - Closet doors on order.
 - New flooring – contract signed, deposit received, flooring ordered.
 - Floor material on backorder – expected delivery date is July 2nd, 2021.
 - New shades – waiting for vendor to sign contract. Once contract is signed, deposit check will be released, and shades will be ordered.
 - New baseboard trim will be installed after new flooring is installed.

- POND BANK EROSION – OSPREY CIRCLE
 - District Engineer will be providing a written assessment and recommendation for the Board to review.

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COMMUNITY DEVELOPMENT DISTRICT

6D

GRAND HAVEN MEETING ATTORNEY REPORT LIST (5/20/21)

1. District Manager RFP

The RFP for District Management Services was released on April 20, with responses due on May 17. I will circulate the responses after opening them on May 17 so that the Board can discuss them at the May 20 meeting.

2. Amenity incidents

Warning notices were provided to certain residents regarding incidents at the amenity facilities. Materials on these will be provided under separate cover and will be discussed at the meeting.



COMMUNITY DEVELOPMENT DISTRICT

9

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 COMMUNITY WORKSHOP AND REGULAR MEETING SCHEDULE

COMMUNITY WORKSHOPS WILL BE HELD VIRTUALLY

Join Zoom Meeting: <https://zoom.us/j/2043596216> Meeting ID: 204 359 6216

Dial by your location: 1-929-205-6099 Meeting ID: 204 359 6216

LOCATION FOR REGULAR MEETINGS

Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 1, 2020 CANCELED	Community Workshop	10:00 AM
October 15, 2020 CANCELED	Virtual Regular Meeting	10:00 AM
October 29, 2020	Virtual Regular Meeting	10:00 AM
November 5, 2020 CANCELED	Community Workshop	10:00 AM
November 19, 2020	Regular Meeting	10:00 AM
December 3, 2020	Virtual Community Workshop	10:00 AM
December 17, 2020	Regular Meeting	10:00 AM
January 7, 2021	Virtual Community Workshop	10:00 AM
January 21, 2021	Regular Meeting	10:00 AM
February 4, 2021	Virtual Community Workshop	9:00 AM
February 18, 2021	Regular Meeting	9:00 AM
March 4, 2021	Virtual Community Workshop	9:00 AM
March 18, 2021	Regular Meeting	9:00 AM
April 1, 2021	Virtual Community Workshop	9:00 AM
April 15, 2021	Regular Meeting	9:00 AM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
May 6, 2021	Virtual Community Workshop	9:00 AM
May 20, 2021	Regular Meeting	9:00 AM
June 3, 2021	Virtual Community Workshop	9:00 AM
June 17, 2021	Regular Meeting	9:00 AM
July 1, 2021	Virtual Community Workshop	9:00 AM
July 15, 2021	Regular Meeting	9:00 AM
August 5, 2021	Virtual Community Workshop	9:00 AM
August 19, 2021	Regular Meeting	9:00 AM
September 2, 2021	Public Hearing & Regular Meeting	3:00 PM
September 16, 2021	Virtual Community Workshop	9:00 AM