

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT
DISTRICT**

February 6, 2023

**BOARD OF SUPERVISORS
JOINT CDD AND POA
MEETING AND REGULAR
MEETING AGENDA**

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Lake Powell Residential Golf Community Development District

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

January 30, 2023

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

Board of Supervisors

Lake Powell Residential Golf Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Powell Residential Golf Community Development District will hold a Joint Meeting with the Wild Heron Property Owners Association and a Regular Meeting on February 6, 2023 at 3:00 P.M. (Central Time), at Shark's Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, Florida 32413. The agenda is as follows:

1. Call to Order/Roll Call
2. Recess Regular Meeting; Convene Joint Meeting
3. Public Comments
4. Discussion Items
 - A. Stormwater Facility Management Services Agreement (*CDD already approved*)
 - B. POA Maintenance Agreement (*CDD already approved*)
 - Landscape Standards
 - C. Irrigation Project
 - D. Replacement of Streetlights
 - Wild Heron Post Colors
 - E. Wild Heron Conservation Easement Land Exchange
5. Recess Joint Meeting; Reconvene Regular Meeting
6. Public Comments
7. District Counsel: Discussion/Consideration/Update
 - A. St. Joe
 - Cost Share – Covington Bridge Repair Work

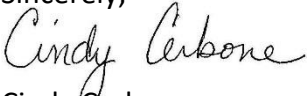
8. District Engineer: Discussion/Consideration/Update
 - A. Consideration of Responses to RFP for Construction Services – 2022 Road Resurfacing
 - I. Affidavit/Proof of Publication
 - II. RFP Package
 - II. Respondents
 - a. CWR Contracting, Inc. *(provided under a separate cover)*
 - b. Gulf Coast Utility Contractors *(provided under a separate cover)*
 - IV. Evaluation Matrix
 - V. Award of Contract
 - B. Drainage Improvements [Sweetwater Bay Trail and Wild Heron Way Intersection]
 - C. Bridge Repairs
 - D. Road Way Edge Erosion
9. District Ecologist: Discussion/Consideration/Update
 - A. Road Side Slope Work Proposal
 - B. S-Curve Conservation Area Proposal
 - C. Wildlife Signage Proposal
 - D. Marsh Rabbit Run Culvert
 - E. Invasive Plant Removal
 - F. Drainage Improvements
10. Acceptance of Unaudited Financial Statements as of December 31, 2022
11. Approval of December 5, 2022 Regular Meeting Minutes
12. Staff Reports
 - A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC*
 - B. District Counsel: *Burke Blue*
 - C. District Engineer: *McNeil Carroll Engineering, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 6, 2023 at 3:00 PM (Central Time)

○ QUORUM CHECK

Seat 1	David Holt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 2	David Dean	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 3	Thomas Balduf	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 4	Jerry Robinson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 5	Frank Self	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Member Comments
- 14. Public Comment
- 15. Action Item Recap
- 16. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez (561) 512-9027.

Sincerely,

 Cindy Cerbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 131 733 0895

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

4A

**AGREEMENT FOR STORMWATER FACILITY MANAGEMENT SERVICES
BETWEEN
LAKE POWEL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT
DISTRICT
And
WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**

This Agreement for Stormwater Facility Management Services between the Lake Powell Residential Golf Community Development District, a Florida unit of special-purpose local government, (“CDD”) and the Wild Heron Property Owners Association, Inc. (“POA”), (“Agreement”) is made and entered into this ____ day of _____, 2022.

WHEREAS, the CDD is a Florida unit of special-purpose local government that is authorized to maintain its real property within the boundaries of the CDD pursuant to §190.12(2)(d), Florida Statutes, and Ordinance No. 00-19, Bay County, Florida; and,

WHEREAS, the POA is a Florida not for profit corporation organized pursuant to Chapter 720, Florida Statutes, which also operates within the boundaries of the CDD; and,

WHEREAS, the CDD and the POA currently maintain separate stormwater facility management programs for their respective stormwater facilities within the boundaries of the CDD; and,

WHEREAS, the CDD has engaged the full time services for engineering and environmental consultants to provide advice and management of the CDD’s stormwater facilities; and,

WHEREAS, the POA does not maintain full time services for engineering and environmental consulting to provide advice and management of the POA’s stormwater facilities; and,

WHEREAS, the CDD Board of Supervisors finds that it is in the best interests of the community that matters related to stormwater facility maintenance be managed by the CDD staff; and,

WHEREAS, the POA Board of Directors finds that it is in the best interests of the community that matters related to stormwater facility maintenance be managed by the CDD staff;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Term and Termination. (a) This Agreement shall commence on _____, 2022 and shall terminate on September 30, 2023; thereafter, this Agreement shall automatically renew for a 365 day period, unless either party shall provide to the other party at least 60 days written notice of its intent to terminate this Agreement.

(b) At any time during the initial term or any renewal term of the this Agreement, this Agreement may be canceled, with or without cause by either party by providing at least 60 days written to the other party. Upon the effective date of the cancellation or termination this Agreement, the POA shall not be obligated for any additional fees to the CDD, but shall be responsible for any unpaid fees due to the CDD through the date of cancellation or termination.

3. Services. The CDD shall act as the POA's agent and manager for all matters relating to the stormwater facilities within the boundaries of the CDD real property, as more particularly identified in Exhibit A, attached here and incorporated herein by this reference.

The CDD agrees to include the POA stormwater facilities within its program for operation and maintenance of the CDD stormwater facilities. The POA shall be responsible for all of the costs associated with operation and maintenance of the POA stormwater facilities, provided, however, that the CDD shall not incur any costs or expenses on behalf of the POA without the prior written approval of the POA.

Nothing contained herein is intended to permit the CD to enter into any contracts on behalf of the POA. Any and all contracts related to the operation and or maintenance of the POA stormwater facilities shall be between the POA and the vendor. The POA shall appoint the CDD as its agent under any agreement(s) with vendors.

The CDD shall not use CDD funds for any purpose, whatsoever, except for the benefit of the CDD and the funds of the CDD and POA shall not be comingled and shall be separately accounted for.

4. Fees for Services. On the first day of each month of this Agreement, the POA shall pay to the CDD the sum of \$****.**. **OR** For the services of the CDD under this Agreement, the POA shall pay to the CDD an administrative fee of three percent (3%) of the cost of any invoice for services related to the operation or maintenance of the POA's stormwater facilities.

5. Public versus Private Property. The POA recognizes that the CDD is a Florida local unit of special-purpose government. As such, the CDD may only expend its funds for services that have a public purpose. In the event that CDD funds are used for any private purpose under this Agreement, whether such use is intentional or unintentional, then such use shall be deemed ultra vires and void ab initio and the POA shall promptly reimburse the CDD for such improper use.

6. Indemnification. The POA hereby agrees to defend, indemnify and hold harmless the CDD and its agents and employees from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to claims arising from the services provided by the CDD under this Agreement.

7. MISCELLANEOUS.

7.1 In any legal action arising from this Agreement or connected herewith the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

7.2 In any litigation arising from this Agreement, venue shall be solely in Bay County, Florida.

7.3 CDD and POA hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal action or proceeding arising out of or relating to this Agreement or any contract or transactions contemplated hereby, and for any counterclaim in connection herewith.

7.4 No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

7.5 No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by both of the parties to this Agreement, their respective successors and assigns.

7.6 If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed in accordance with the laws of the State of Florida.

7.7 This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. Notwithstanding the foregoing, this Agreement shall not act to excuse any amounts due and unpaid under a previous contract between the parties, nor shall this Agreement act to extinguish any obligations from a previous contract between the parties which specifically survive the termination or expiration thereof. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

7.8 The parties hereto expressly acknowledge that the CDD is a Florida local unit of special-purpose government created pursuant to the Uniform Community Development CDD Act of 1980 and as such enjoys sovereign immunity under the laws of Florida. Nothing contained in this Agreement is intended to waive sovereign immunity between the parties or for any third party.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the parties hereto have set their hands and seals on the date first set forth above.

Lake Powell Residential Golf
Community Development District

Wild Heron Property
Owners Association, Inc.

By: David Dean
Its: Chairman

By: _____
Its: President
(Corporate Seal)
Attest:

Secretary, Wild Heron
Property Owners Association, Inc.

Draft

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

4B

MAINTENANCE AGREEMENT

This Agreement is made and entered into this ____ day of_ , ~~2018~~2022 ("the Effective Date"), by and between:

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT

DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Bay County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431(the "District"); and

WILD HERON PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is 1110 Prospect Promenade, Wild Heron Association Office, Panama City Beach, FL 32413 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

WHEREAS, the Association is a Florida not for profit corporation organized pursuant to Chapter 720, Florida Statutes, which also operates within the boundaries of the District;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and the preparation of certain plans and specifications for, and the acquisition, construction, and maintenance of, among other things utility improvements, storm water management improvements, and landscaping ("Improvements" as further defined herein below) to the Association;

WHEREAS, The Association, on behalf of and for the benefit of its members, has agreed to undertake, pursuant to the terms of the Agreement, maintenance services and responsibilities of the District as provided herein and attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

3.0 Performance

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities and agencies permits, requirements, rules, acts, statutes, ordinances, orders, regulations, and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) Northwest Florida Water Management District; (c) Florida Department of Environmental Protection; and (d) Bay County, Florida.

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein. The District shall not be required to pay the Association for the provision of maintenance services provided pursuant to the terms of this Agreement. The Association shall privately assess properties within the District for the cost of the maintenance services provided and the private assessments shall take the place of public maintenance assessments that could otherwise be levied by the District.

4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of an act of God, such as a hurricane, tornado, windstorm, freeze damage, fire, excessive drought, or flooding; provided, however, that if damage from an act of God could have been prevented by proper and routine maintenance, then this section 4.0 shall not apply.

5.0 Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and, in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, and Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Default by Association. If the Association should fail, refuse, or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default or material breach from the District with an opportunity to cure, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements, or (ii) remove, modify, relocate, or replace, as the case may be and in the District's sole discretion, one or more of the Improvements.

(B) Discontinuation and Reimbursement by Association. At such time as the District

should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one or all of the Improvements, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the remainder of the District's fiscal year, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(C) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

7.0 Indemnification

The Association does hereby indemnify and hold the District, its staff and reports, harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

8.0 Insurance

The Association shall be required, on or before the date of the execution of this Agreement

and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

(A) “the District, it’s staff and reports” as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and

(B) the District as the certificate holder of the Certificate of Insurance; and

(C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for nonpayment) is mailed by first class U.S. Mail to the District.

9.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five (5) years, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions

(A) **Time of the Essence:** Time is of the essence with respect to this Agreement.

(B) **Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO THE
DISTRICT:**

Lake Powell Residential Golf Community Development District
Wrathell, Hunt and Associates, LLC,
2300 Glades Road, #410W
Boca Raton, Florida 33431
Attention: District Manager

**AS TO THE
ASSOCIATION:**

Wild Heron Property Owners Association, Inc.
1110 Prospect Promenade
Wild Heron Association Office
Panama City Beach, FL 32413
Attention: President

(C) **Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

(D) **Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

(E) **Severability:** The parties agree that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

(F) **Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

(G) **Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

(H) **Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

(I) **Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

(J) **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed

or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

(K) **Length Transaction:** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

(L) **Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

(M) **Construction of Terms:** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

(N) **Captions:** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

(O) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

11.0. Public Records:

(A) Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association

does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be records, in a format that is compatible with the information technology systems of the District.

(B) Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**WRATHELL, HUNT AND ASSOCIATES, LLC
2300 GLADES ROAD, #410W,
BOCA RATON, FLORIDA 33431
[EMAIL: WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.COM)
561-571-0010**

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Assistant Secretary

Chair of the Board of Supervisors

This ____ day of _____, ~~2018~~2022

STATE OF FLORIDA
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, ~~2018~~2022, by _____, as Chair of the Board of Supervisors for **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me this ____ day of _____, ~~2018~~2022, by _____, as Assistant Secretary for **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
My commission expires:

**WILD HERON PROPERTY OWNERS
ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____
Address: _____

This ____ day of _____, 20182022

STATE OF FLORIDA
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 20182022, by _____, as _____ for **WILD HERON PROPERTY OWNERS ASSOCIATION, INC.**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
My commission expires:

EXHIBIT A
TO MAINTENANCE AGREEMENT

Description of Improvements

All Neighborhood Infrastructure Improvements described in Lake Powell Residential Golf Community District Improvement Plan prepared by McNeil Carroll Engineering, Inc., dated _____ of _____, ~~2018~~2022, and supplemented from time to time, including, but not limited to, ponds and stormwater management located adjacent to and under neighborhood roadways; and all Landscaping, mulching, annual flower rotations, irrigation, fertilization, pest control, tree and shrub pruning for all District owned roadways, perimeter berms, wet and dry pond areas, roundabout, community entry features, monuments or other District owned improvements related to landscaping.

EXHIBIT B
TO MAINTENANCE AGREEMENT

Description of Maintenance Services

1. Storm water management maintenance activities include, but are not limited to, aquatic weed control within the lakes, removal of debris and trash from the lakes and lake banks, periodic cleaning of drainage pipes, culverts and French drains, maintenance and replacing landscaping within storm water management areas, including mowing, weed control, and regular application of herbicides, tree trimming, shrub trimming, and maintenance of irrigation systems.

2. Landscape maintenance activities include, but are not limited to, maintenance of landscaping located in rights-of-way, perimeter berms, lake areas and community entrances, and irrigation systems and facilities. Activities include, but are not limited to, mowing, edging, application of mulch, removal of weeds, fertilization, annual color rotations, watering, pruning of trees, and shrubs, controlling insects and disease, and maintaining/repairing and replacing irrigation pumps, lines, valves, and heads as needed. Pump maintenance, repairs and replacement is the responsibility of St. Joe

EXHIBIT C
TO MAINTENANCE AGREEMENT

Schedule of Insurance Coverage(s)

Commercial General Liability	\$1,000,000	General Aggregate
\$1,000,000		Products & Completed Operations
\$1,000,000		Personal & Advertising Injury
\$1,000,000		Occurrence
\$ 100,000		Fire Damage
\$ 5,000		Medical Payments
\$1,000,000		Hired & Non-Owned Auto Workers Compensation

Employers Liability	\$500,00	Bodily Injury Each Accident
\$500,000		Disease Policy Limit
\$500,000		Disease Each Accident

Association shall name the District, its staff and reports as additional insureds under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

**Lake Powell Residential Golf
Community Development District
Landscaping Standards**

1. Pond maintenance

- a. Pond littorals
 - i. Incorporate permitted environmental restrictions with good visual design.
- b. Banks and bank vegetation, ornamentals, and trees
 - i. Protect desired natural and planted products in a manner that mimics nature while preserving aesthetics and minimizing weeds and overgrowth.
 - ii. Minimize/control invasive plant species.
 - iii. Shaping, proper trimming, fertilization (per FDEP Permit), and irrigation. Remove dead trees, plants, trash.
- c. Aquatics
 - i. Aeration where needed.
 - ii. Receive ARB approval for fountain design if installed.
 - iii. Minimize/control/eradicate invasive plant species.
 - iv. Maintain adequate carp/mosquito fish count for healthy pond.
 - v. Monitor/treat algae bloom (spring bloom is normal but persistent bloom is sign of imbalance)
 - vi. Consultants include CDD Ecologist, Lake Doctors and/or other contracted vendors.
- d. Hardscape (boulders)
 - i. Boulders to be cleaned, maintained, and repositioned when necessary (when dirty with grime and mildew and when sunk into the ground)

2. Tree maintenance

- a. Maintain proper road and pedestrian clearance per county ordinance.
 - i. Elevate limb height minimum 16 feet on roadways and 7 feet pedestrian sidewalks.
- b. Tree health
 - i. Use only certified arborists for tree trimming.
 - ii. Prune downward branches. Prune for sufficient airflow and sunlight. Prune branches causing undue stress on tree trunk. Trim for proper healing and avoid rot. Trim oaks Jan-March for tree health.
 - iii. Consultants include Earl Mirus, certified arborist.

**Lake Powell Residential Golf
Community Development District
Landscaping Standards**

3. Fuel Reduction (Firewise Program)

- a. Make efforts to leave NO mud holes and unsightly track marks.
- b. Contact/comply with ARB restrictions (per DCRs section 10.1 – no clearing until ARB review/approval) to ensure owner and POA stay within property lines.
- c. Strategic – ensure valuable plant materials are saved, trees are not damaged, turf is not damaged, and contractor remains within property boundaries.
- d. Hold contractor accountable.
- e. Ensure Vegetated Natural Buffers (VNB) aren't encroached upon per environmental permit.

4. Invasive plant reduction

- a. Muscadine trimmed regularly to ensure trees and shrubs are protected.
- b. Alligator grass removed from pond embankments.
- c. Hold contractor accountable weekly.

5. Turf and shrub maintenance

- a. Rotate mower routes to avoid rutting turf.
- b. Cut road rights-of-way turf at 30 to 45-degree angles to roadways to avoid rutting.
- c. Edge all beds, streets and BOTH sides of sidewalk.
- d. Weed control in both grass and planted beds.
- e. Educate and monitor contractors on fertilization/herbicide/pesticide periodic installation per environmental permit restrictions.

6. Bi-annually install and maintain seasonal color and long-leaf pine straw.

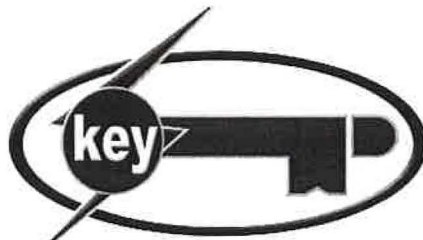
- a. Color at highway 98 entrance, guard gate, and entrances to District pod-roads.
- b. Pine straw installed/replaced starting at highway 98 entrance to bridge and from entrance gate throughout district including ponds as required.

7. Roadway rights-of-way

- a. Roadway ribbons are to be graded smoothly to adjoining rights-of-way with a maximum of 1 inch drop-off.
- b. Rights-of-way turf cut bi-monthly in growing season (April – October) and monthly otherwise.
- c. Rights-of-way drainage to be maintained for proper flow and erosion control per stormwater design requirements.
- d. Broken irrigation lines are to be repaired immediately upon discovery.

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

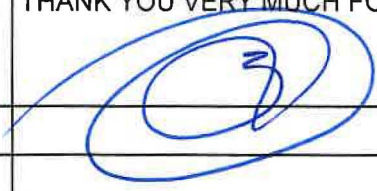
4D



Key Electrical Supply, Inc.

January 6, 2023

Attn: CHRIS STUMPF
Wild Heron POA Secretary

Type	Quantity	Catalog and Description	Price	Amount
Fixture	6	1-0630/hma2/4sq/12/100mhp208med/r03/pec/fhc/csa/abz (Per drawing number SC22986)	4,157.95 EA	24,947.7
		Please allow 10-12 weeks delivery		
		THANK YOU VERY MUCH FOR THE OPPORTUNITY TO QUOTE!!		
				
		Emailed to Chris and David		
		1-06-23 4:02 PM		

By: JOSEPH M. LIMMER

WILD HERON

NEW PAINT COLORS

2021

SW 9134
Delft

219-C4

SW 6188
Shade-Grown

219-C7

SW 9182
Rojo Marron

SW-9134 DELFT
MAIN BODY
SHAKE COLOR

SW-6188
SHADE-GROWN
TRIM
BOARD & BATTON

SW-9182
ROJO MARRON
WINDOW GRILLES
STRUCTURAL BEAMS
POSTS

286-C2

SW 7569
Stucco

SW-7569
STUCCO
POA BASE ONLY
AT POOL

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

8A1

Miscellaneous Notices

Published in The News Herald on December 16, 2022

Location

Bay County,

Notice Text

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS

Roadway Resurfacing

Notice is hereby given that the Lake Powell Residential Golf Community Development District (the District) requests proposals to resurface the District roads as set forth in the Construction Agreement and Associated Exhibits and Plans (the Contract Documents).

The Contract Documents are available upon request. Please direct requests for the Contract Documents to Robert Carroll at rcarroll@mcneilcarroll.com, District Engineer (850) 234-1730.

Firms desiring to provide services for this project must submit six (6) copies of the required proposals no later than 10:00 a.m., CT on February 2, 2023 at the office of the District Engineer, McNeil Carroll Engineering, Inc., 17800 Panama City Beach Parkway, Panama City Beach, FL 32413, ATTN: Robert Carroll. Proposals received after the time and date stipulated above will be returned unopened to the proposer. In addition, a PDF copy of the quotation must be emailed to Robert Carroll; rcarroll@mcneilcarroll.com no later than 10:00 a.m., CT on February 2, 2023. The bids will be opened on February 2, 2023 at 10:15 a.m., CT at the offices of the District Engineer.

Ranking of proposals will be made in accordance with the criteria set forth in the Evaluation Form provided with the Contract Documents at the Board of Supervisors meeting on February 7, 2023 at 3:00 p.m., CT at the Sharks Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, FL 32413. 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 quotation which, in its judgment, is in the best interest of the District.

Lake Powell Residential Golf Community Development District

Cindy Cerbone, District Manager

(#8195069,Dec.16,'22)

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

8A11

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

**LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT
ROAD RESURFACING 2022
BAY COUNTY, FLORIDA**

Prepared for

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors:

**David Holt (Chair)
David Dean (Vice Chair)
Thomas Balduf (Assistant Secretary)
Jerry Robinson (Assistant Secretary)
Frank Self (Assistant Secretary)**

Prepared by:

**McNeil Carroll Engineering, Inc.
17800 Panama City Beach Parkway
Panama City Beach, Florida 32401**

Robert Carroll, P. E. (District Engineer)

Issued: December 16, 2022

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SECTION 1.0 PROJECT DESCRIPTION

The Lake Powell Residential Golf Community Development District is located in unincorporated Bay County, encompasses an approximately 724 acres, and services the Wild Heron residential development located on the northern shore of Lake Powell, north of U.S. 98 and just northwest of Panama City Beach, Florida. The roadway rights of way are within the jurisdiction of the Lake Powell Residential Golf 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 resurfacing. 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:

Road Resurfacing 2022 – Section 1

Asphalt Roadway Sections:

Roadway from Highway 98 ROW to the Wild Heron guard house (approximately 1.26 miles). The proposal should include sealing of cracks, overlay with 1.5” of SP 12.5 HMA, restriping to FDOT standards (centerline and both edges), installation of RPM’s and insuring any shoulder erosion areas are stabilized and drop off less than 1.5”. Also, milling from Hwy 98 to Covington Bridge and just beyond the bridge in the areas with the concrete apron so the asphalt will be flush with the apron. Necessary surveying, 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.

Road Resurfacing 2022 – Section 2

Asphalt Roadway Sections:

Roadway from Wild Heron guard house to end of CDD owned roadway (approximately 1.47 miles). The proposal should include sealing of cracks, overlay with 1.5” of SP 12.5 HMA, restriping to FDOT standards (centerline and both edges) and insuring any shoulder erosion areas are stabilized and drop off less than 1.5”. Necessary surveying, 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.

Road Resurfacing 2022 – Section 3

Asphalt Roadway Sections:

Roadway from Highway 98 ROW to end of CDD owned roadway (approximately 2.73 miles). The proposal should include sealing of cracks, overlay with 1.5” of SP 12.5 HMA, restriping to FDOT standards (centerline and both edges), installation of RPM’s from Hwy 98 to Wild Heron Guard house and insuring any shoulder erosion areas are stabilized and drop off less than 1.5”. Necessary surveying, 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 DISTRICT reserves the right to construct either of the roadway sections designated as Road Resurfacing Projects on the Bid Form(s) in Section 3.0 of this document, or both of them, depending upon the savings achieved by constructing both projects at once. Bidders are instructed to bid on the Resurfacing Projects separately and then to bid on both of the Projects if constructed at one time.

SECTION 2.0 INSTRUCTIONS TO BIDDERS

BIDS will be received by the Lake Powell Residential Golf Community Development District (herein called the "DISTRICT"), at the CDD District Engineer's Office, 17800 Panama City Beach Parkway, until 10:00 a.m. Central Daylight Time on February 2, 2023, and then publicly opened. Respondents shall submit six (6) copies of the required proposals and one (1) electronic copy (CD, flash drive or PDF) no later than 10:00 a.m., on Thursday, February 2, 2023 at the office of the District Engineer's Office in a sealed opaque envelope. The respondent may submit the bid in person, by courier, or by mail.

The face of the envelope shall state in capital letters:

"SEALED BIDS TO BE OPENED AT 10:15 A.M., CENTRAL DAYLIGHT TIME ON FEBRUARY 2, 2023, LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT RESURFACING PROJECT."

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 (850) 234-1730 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. Three copies of the Bid Form are required.

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 ten percent (10%) 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) lowest responsible 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 Lake Powell Residential Golf 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.

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

Six (6) copies of each bid must be submitted in a sealed opaque envelope. The face of the envelope shall state in capital letters:

"SEALED BIDS TO BE OPENED AT 10:15 A.M., CENTRAL DAYLIGHT TIME ON FEBRUARY 2, 2023, LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT RESURFACING PROJECT."

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 Lake Powell Residential Golf Community Development District Engineer's Office is located in the Central 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 whether direct or indirect which will be ultimately paid by the DISTRICT must be included in the bid price. Any indirect, overhead, profit margin or other such costs, however named, which are reflected as a percentage figure must also be identified in a dollar amount and included in the 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 **Lake Powell Residential Golf Community Development District Road Resurfacing** contract based upon the highest ranked Proposal from a contractor meeting all requirements and qualifications. The Proposals shall be evaluated and ranked in accordance with the Evaluation Criteria set forth below. The DISTRICT may elect to award both the Section 1 and

Section 2 to a single bidder, may award one but not the other of the Section 1 or Section 2, or may award the Section 1 and Section 2 to different bidders. The DISTRICT may also elect to reject all bids.

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 Lake Powell Residential Golf 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 **Lake Powell Residential Golf Community Development District - Road Resurfacing** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.
(continued on following page)

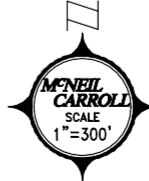
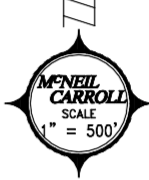
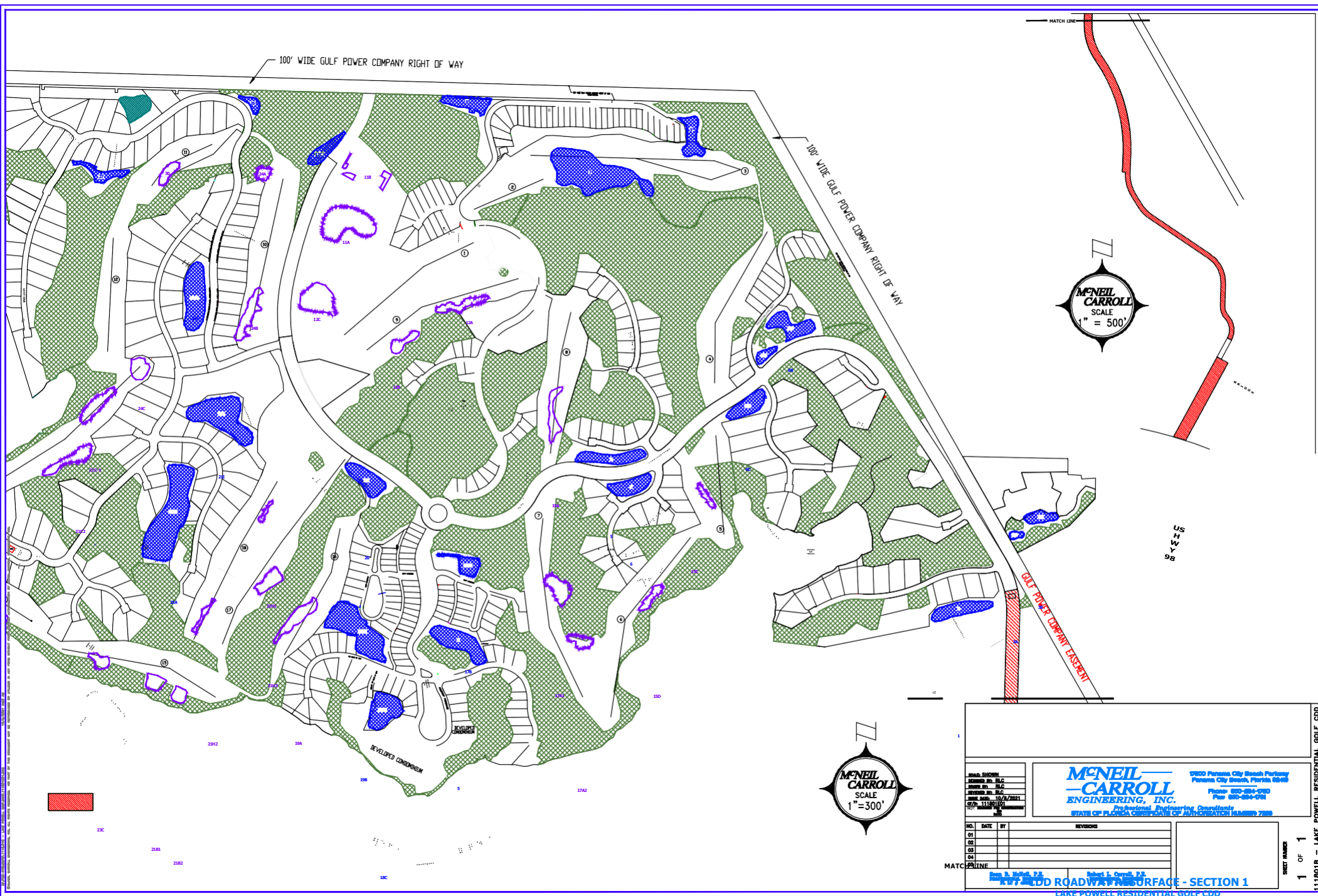
**LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT – ROAD
RESURFACING
BID TABULATION**

SECTION 1				
HWY 98 TO WILD HERON GUARD HOUSE				
Description	Unit	Quantity	Unit Price	Total
Mobilization	LS	1		
MOT	LS	1		
Milling 1.5” Average Depth	SY	9,095		
Crack Sealing	LF			
Shoulder Drop Off	LS	1		
Final Dress & Sod – One Strip on EOP	SY			
Prime	SY	22,659		
Asphalt 1.5” SP 12.5	SY	22,659		
Striping	LS	1		
RPM’S	LS	1		
Testing (Geotech report confirming thickness)	LS	1		
TOTAL 2022 RESURFACING – SECTION 1				

SECTION 2				
WILD HERON GUARD HOUSE TO END OF WILD HERON WAY				
Description	Unit	Quantity	Unit Price	Total
Mobilization	LS	1		
MOT	LS	1		
Crack Sealing	LF			
Shoulder Drop Off	LS	1		
Final Dress & Sod – One Strip on EOP	SY			
Prime	SY	25,200		
Asphalt 1.5” SP 12.5	SY	25,200		
Striping	LS	1		
Testing (Geotech report confirming thickness)	LS	1		
TOTAL 2022 RESURFACING – SECTION 2				

SECTION 3				
HWY 98 TO END OF WILD HERON WAY				
Description	Unit	Quantity	Unit Price	Total
Mobilization	LS	1		
MOT	LS	1		
Milling 1.5” Average Depth	SY	9,095		
Crack Sealing	LF			
Shoulder Drop Off	LS	1		
Final Dress & Sod – One Strip on EOP	SY			
Prime	SY	47,589		
Asphalt 1.5” SP 12.5	SY	47,859		
Striping	LS	1		
RPM’S	LS	1		
Testing (Geotech report confirming thickness)	LS	1		
TOTAL 2022 RESURFACING – SECTION 3				

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.



McNEIL CARROLL
ENGINEERING, INC.
 Professional Engineering Consultants
 STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7889

9700 Panama City Beach Parkway
 Panama City Beach, Florida 32413
 Phone: 904-884-0700
 Fax: 904-884-0701

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			

11-1801B - LAKE POWELL RESIDENTIAL GOLF CDD

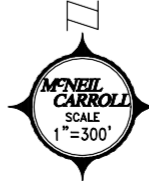
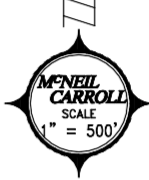
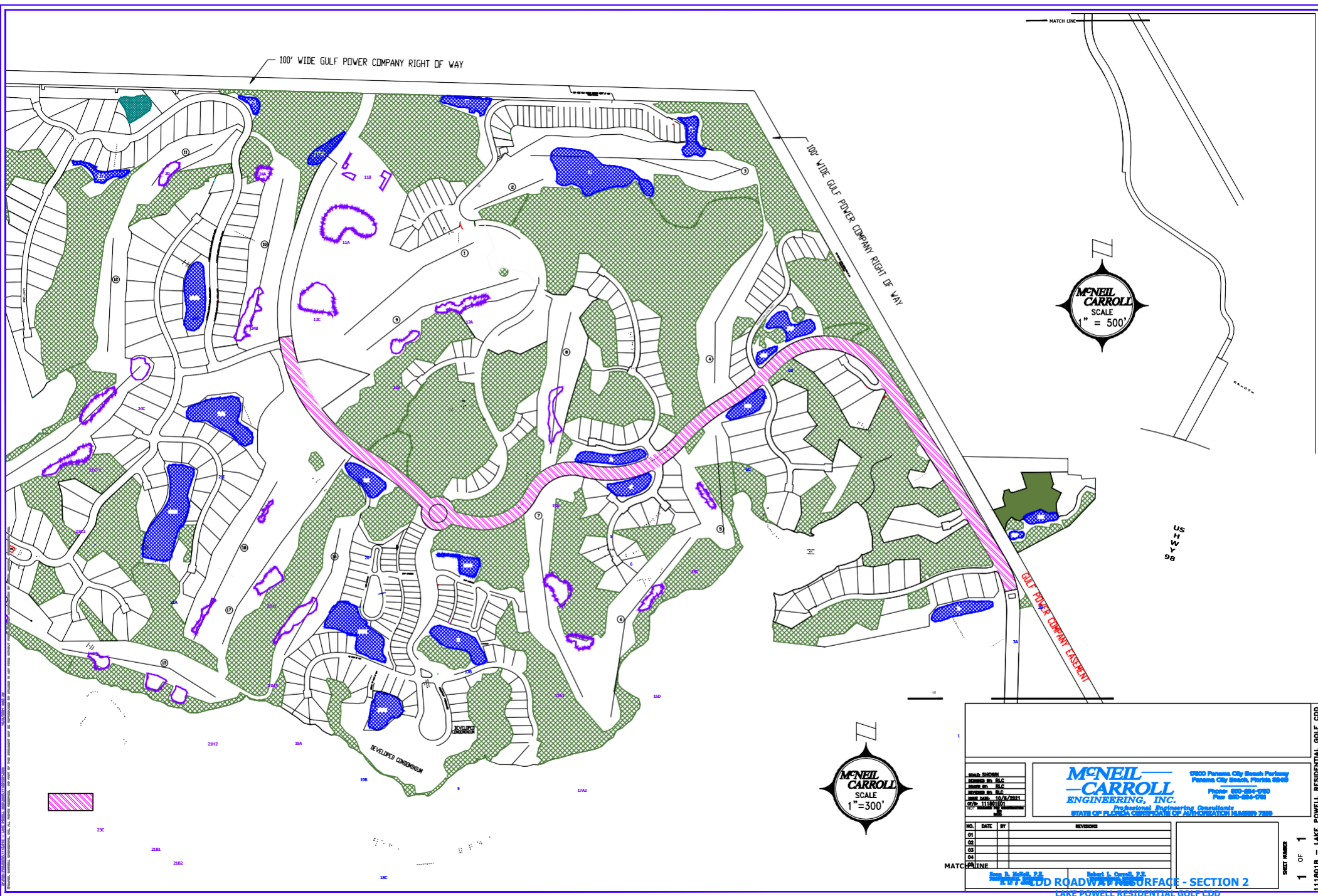
WILD HERON
 BAY COUNTY, FLORIDA

1 OF 1
 SHEET NUMBER

11-1801B - LAKE POWELL RESIDENTIAL GOLF CDD

11-1801B - LAKE POWELL RESIDENTIAL GOLF CDD

CDD ROADWAY

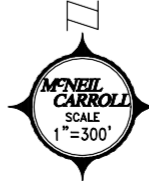
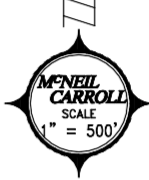
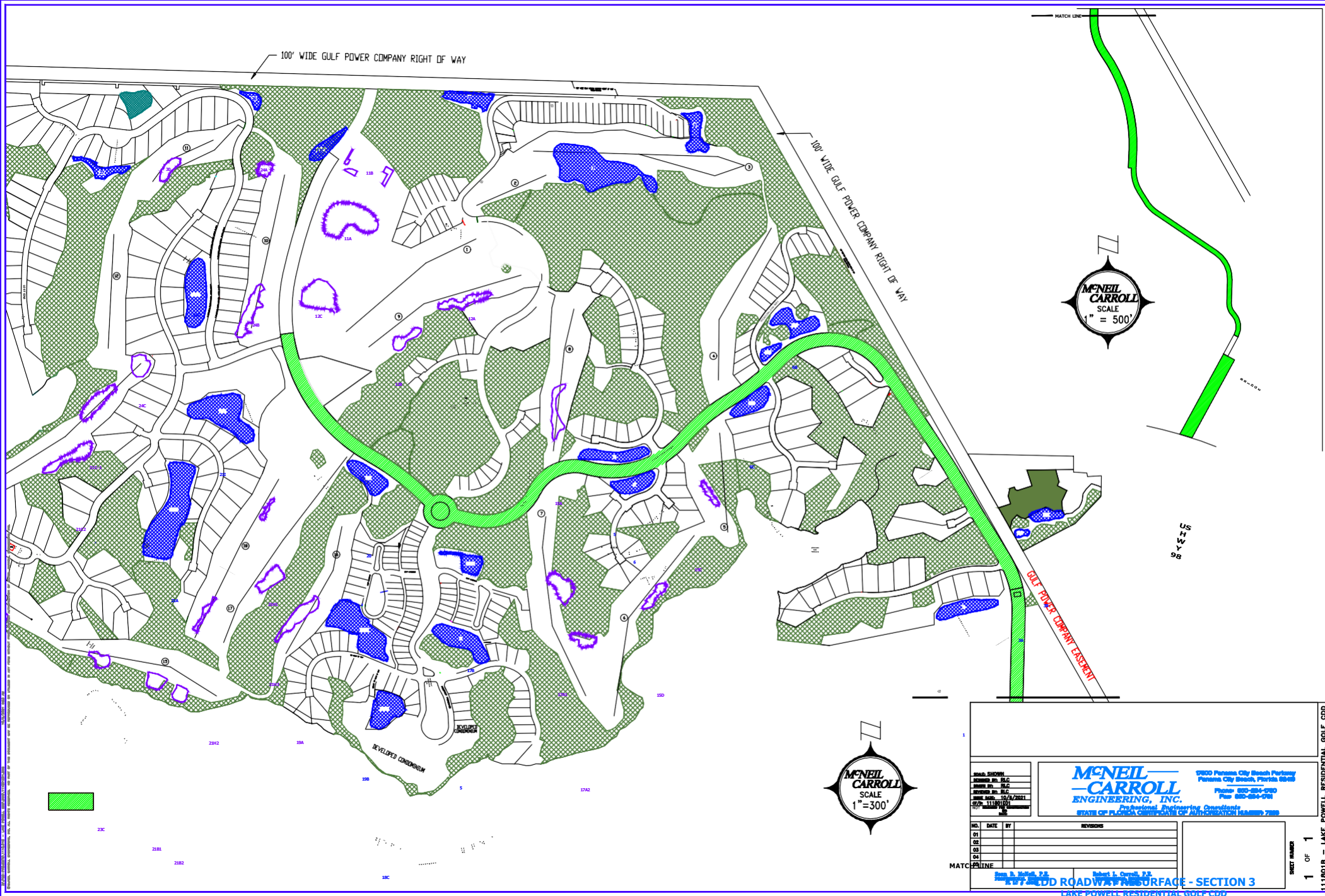


McNEIL CARROLL ENGINEERING, INC. Professional Engineering Consultants STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7889		9700 Panama City Beach Parkway Panama City Beach, Florida 32413 Phone: 904-884-0700 Fax: 904-884-0701	
SHEET NUMBER 1 OF 1		PROJECT NUMBER 111801B	
TITLE WILD HERON GOLF CLUB RESIDENTIAL SURFACE - SECTION 2		DATE 10/2/2011	
DRAWN BY J.S.C.		CHECKED BY J.S.C.	
DESIGNED BY J.S.C.		APPROVED BY J.S.C.	
SCALE 1"=300'		PROJECT LOCATION WILD HERON GOLF CLUB	

111801B - LAKE POWELL RESIDENTIAL GOLF CLUB

WILD HERON
BAY COUNTY, FLORIDA

CDD ROADWAY



<p>McNEIL CARROLL ENGINEERING, INC. Professional Engineering Consultants STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 788</p>		<p>9700 Panama City Beach Parkway Panama City Beach, Florida 32413 Phone: 904-884-0700 Fax: 904-884-0701</p>																	
<p>WILD HERON RESIDENTIAL GOLF COURSE SURFACE - SECTION 3</p>		<p>11-1801B - LAKE POWELL RESIDENTIAL GOLF GDD</p>																	
<p>NO. DATE BY REVISIONS</p> <table border="1"> <tr><td>01</td><td></td><td></td><td></td></tr> <tr><td>02</td><td></td><td></td><td></td></tr> <tr><td>03</td><td></td><td></td><td></td></tr> <tr><td>04</td><td></td><td></td><td></td></tr> </table>		01				02				03				04				<p>SHEET NUMBER 1 OF 1</p>	
01																			
02																			
03																			
04																			

WILD HERON
BAY COUNTY, FLORIDA

CDD ROADWAY

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 fully complete the PROJECT within 180 consecutive calendar days thereafter. 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.

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.

Section 1	\$	_____
Section 2	\$	_____
Section 3	\$	_____
2. This is a lump sum bid. The following Bid Schedule 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)

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 _____, 2022. The Condition of the above obligation is such that whereas the principal has submitted to Lake Powell Residential Golf 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: **Lake Powell Residential Golf Community Development**

District Road Resurfacing

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 _____, 2022, by and between Lake Powell Residential Golf 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:

Lake Powell Residential Golf Community Development District Road Resurfacing

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) INVITATION TO BID AND BIDDER'S RESPONSE
- (D) BID BOND
- (E) AGREEMENT
- (F) PERFORMANCE BOND
- (G) NOTICE OF AWARD
- (H) NOTICE TO PROCEED
- (I) GENERAL CONDITIONS
- (J) DRAWINGS AND SPECIFICATIONS - *Not Applicable*
- (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

LAKE POWELL RESIDENTIAL GOLF
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

Lake Powell Residential Golf 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 _____, 2022, a copy of which is
hereto attached and made a part hereof for the construction of:

Lake Powell Residential Golf Community Development District - Road Resurfacing

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 _____, 2022.

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: **Lake Powell Residential Golf Community Development District – Road Resurfacing**. 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 _____, 2022

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 _____, 2022

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: DATE

Project: **Lake Powell Residential Golf
Community Development District –
Road Resurfacing**

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, on or before _____, and you are to complete the WORK within 180 consecutive calendar days thereof. The date of 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 _____, 2022

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 – Lake Powell Residential Golf 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 – *Not Applicable*

- 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 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).
- 32.4 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: Lake Powell Residential Golf Community Development District (DISTRICT)

From: _____ (CONTRACTOR)

Project: **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT – ROAD RESURFACING (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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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: **LAKE POWELL GOLF RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT - ROAD RESURFACING**

LAKE POWELL RESIDENTIAL GOLF 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: **LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT – ROAD RESURFACING**

DATE OF ISSUANCE: _____

DISTRICT: LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

CONTRACTOR: _____

ENGINEER: GENESIS

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

To: Lake Powell Residential Golf 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:

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:

[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

DATE

By: _____
Authorized Signature

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: _____

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

8AIV

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS FOR WILD HERON ROAD RESURFACING 2022

EVALUATION MATRIX

RFP FOR CONSTRUCTION SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	FINANCIAL CAPABILITY	PRICE	REASONABLENESS OF UNIT PRICES	SCHEDULE	TOTAL POINTS
PROPOSER	5 POINTS	15 POINTS	15 POINTS	10 POINTS	30 POINTS	10 POINTS	15 POINTS	100 POINTS
CWR Contracting, Inc.								
Gulf Coast Utility Contractors								

NOTES:

Completed by: _____

Board Member's Signature

Printed Name of Board Member

Date: _____

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	General Fund	Debt Service Fund Series 2012	Total Funds
ASSETS			
Operating accounts			
BB&T	\$ 156,769	\$ -	\$ 156,769
Wells Fargo - operating*	1,163,972	-	1,163,972
Centennial Bank	257,486	-	257,486
FineMark			
Designated - stormwater compliance	127,064	-	127,064
Undesignated	121,950	-	121,950
FineMark - ICS	738,434	-	738,434
Investments			
Revenue	-	20,364	20,364
Reserve	-	219,431	219,431
Prepayment A	-	2,809	2,809
Due from governmental funds			
General fund	-	284,458	284,458
Due from other	9,850	-	9,850
Deposits	2,075	-	2,075
Undeposited funds	9,267	-	9,267
Total assets	<u>\$ 2,586,867</u>	<u>\$ 527,062</u>	<u>\$ 3,113,929</u>
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable off-site	\$ 3,240	\$ -	\$ 3,240
Due to governmental funds			
Debt service	284,458	-	284,458
Total liabilities	<u>287,698</u>	<u>-</u>	<u>287,698</u>
Fund balances:			
Committed			
Disaster	250,000	-	250,000
District bridge projects	100,000	-	100,000
Road project 2022	550,000	-	550,000
Stormwater system upgrades	50,000	-	50,000
Restricted for:			
Debt service	-	527,062	527,062
Assigned to:			
3 months working capital	185,998	-	185,998
Unassigned	1,163,171	-	1,163,171
Total fund balances	<u>2,299,169</u>	<u>527,062</u>	<u>2,826,231</u>
Total liabilities and fund balances	<u>\$ 2,586,867</u>	<u>\$ 527,062</u>	<u>\$ 3,113,929</u>

*Accounts not reconciled as statement not received prior to agenda preparation date.

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 275,371	\$ 483,634	\$ 717,935	67%
Interest & miscellaneous	-	142	1,000	14%
Total revenues	<u>275,371</u>	<u>483,776</u>	<u>718,935</u>	67%
EXPENDITURES				
Administrative				
Supervisors	-	-	5,000	0%
Management	-	5,192	31,153	17%
Accounting	-	1,835	11,012	17%
Assessment roll prep	-	2,418	14,510	17%
Audit	-	-	7,800	0%
Legal	1,078	2,154	12,000	18%
Engineering	-	-	13,280	0%
Postage	-	19	1,775	1%
Telephone	-	175	1,050	17%
Website maintenance	-	-	750	0%
Insurance	-	250	8,352	3%
Printing and binding	-	-	1,500	0%
Legal advertising	-	-	2,500	0%
Other current charges	-	23	1,200	2%
Office supplies	-	-	500	0%
Special district annual fee	-	175	175	100%
Trustee	-	-	7,431	0%
Arbitrage	-	-	1,200	0%
Dissemination agent	-	167	1,000	17%
ADA website compliance	-	-	210	0%
Total administrative	<u>1,078</u>	<u>12,408</u>	<u>122,398</u>	10%

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
Security				
Contractual rangers	-	11,936	153,000	8%
Total security	-	11,936	153,000	8%
Lake wetland & upland monitoring				
Mitigation and monitoring				
Prescribed fires and gyro mulching	-	7,965	46,050	17%
Ecologist	-	10,785	57,980	19%
Signage	-	-	10,000	0%
Total lake wetland & upland monitoring	-	18,750	114,030	16%
Roadway services				
Roadway repairs and maintenance	-	1,305	93,700	1%
Road restriping, painting and other projects	-	-	40,000	0%
Bridge repairs and maintenance	-	-	50,000	0%
Total roadway services	-	1,305	183,700	1%
Stormwater management				
Operations	-	-	17,250	0%
Pond aeration	386	6,024	45,000	13%
Electricity - lift stations	82	160	600	27%
Stormwater system repairs	-	-	18,000	0%
Total stormwater management	468	6,184	80,850	8%
Other charges				
Boat house drop downs	-	-	50,000	0%
Tax collector	5,507	9,673	14,957	65%
Total other charges	5,507	9,673	64,957	15%
Total expenditures	7,053	60,256	718,935	8%
Excess/(deficiency) of revenues over/(under) expenditures	268,318	423,520	-	
Fund balances - beginning	2,030,851	1,875,649	1,742,519	
Fund balances - ending				
Committed				
Disaster	250,000	250,000	250,000	
District bridge projects	100,000	100,000	100,000	
Road projects	550,000	550,000	550,000	
Storm system upgrades	50,000	50,000	50,000	
Assigned				
3 months working capital	185,998	185,998	185,998	
Unassigned	1,163,171	1,163,171	606,521	
Fund balances - ending	<u>\$2,299,169</u>	<u>\$2,299,169</u>	<u>\$1,742,519</u>	

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2012
FOR THE PERIOD ENDED DECEMBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy	\$ 163,167	\$ 286,570	\$ 425,394	67%
Special assessment - direct bill	-	-	1,675	0%
Interest	657	2,727	-	N/A
Total revenues	<u>163,824</u>	<u>289,297</u>	<u>427,069</u>	68%
Debt service				
Principal	-	220,000	220,000	100%
Principal prepayment	-	5,000	-	N/A
Interest	-	84,694	163,613	52%
Total debt service	<u>-</u>	<u>309,694</u>	<u>383,613</u>	81%
Other charges				
Tax collector	<u>3,264</u>	<u>5,731</u>	<u>8,862</u>	65%
Total other charges	<u>3,264</u>	<u>5,731</u>	<u>8,862</u>	65%
Total expenditures	<u>3,264</u>	<u>315,425</u>	<u>392,475</u>	80%
Excess/(deficiency) of revenues over/(under) expenditures	160,560	(26,128)	34,594	
Fund balance - beginning	<u>366,502</u>	<u>553,190</u>	<u>535,959</u>	
Fund balance - ending	<u>\$ 527,062</u>	<u>\$ 527,062</u>	<u>\$ 570,553</u>	

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
AMORTIZATION SCHEDULE - SERIES 2012
\$5,160,000**

Date	Principal	Interest Rate	Interest	Total Principal & Interest
11/01/2021	215,000.00	5.250%	92,912.50	307,912.50
05/01/2022	-	-	87,268.75	87,268.75
04/30/2022	225,000.00	5.250%	87,268.75	312,268.75
05/01/2023	-	-	81,362.50	81,362.50
11/01/2023	235,000.00	5.750%	81,362.50	316,362.50
05/01/2024	-	-	74,606.25	74,606.25
11/01/2024	250,000.00	5.750%	74,606.25	324,606.25
05/01/2025	-	-	67,418.75	67,418.75
11/01/2025	265,000.00	5.750%	67,418.75	332,418.75
05/01/2026	-	-	59,800.00	59,800.00
11/01/2026	280,000.00	5.750%	59,800.00	339,800.00
05/01/2027	-	-	51,750.00	51,750.00
11/01/2027	300,000.00	5.750%	51,750.00	351,750.00
05/01/2028	-	-	43,125.00	43,125.00
11/01/2028	315,000.00	5.750%	43,125.00	358,125.00
05/01/2029	-	-	34,068.75	34,068.75
11/01/2029	330,000.00	5.750%	34,068.75	364,068.75
05/01/2030	-	-	24,581.25	24,581.25
11/01/2030	355,000.00	5.750%	24,581.25	379,581.25
05/01/2031	-	-	14,375.00	14,375.00
11/01/2031	370,000.00	5.750%	14,375.00	384,375.00
05/01/2032	-	-	3,737.50	3,737.50
11/01/2032	130,000.00	5.750%	3,737.50	133,737.50
Total	\$ 3,270,000.00		\$ 1,177,100.00	\$ 4,447,100.00

**LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF STORMWATER COMPLIANCE MONIES
DECEMBER 31, 2022**

Beginning balance		\$ 218,317.74
Kossen		
Invoice #54115	(8,040.75)	
Invoice #55223	(8,040.75)	
Invoice #55961	(8,040.75)	
Invoice #55964	<u>(3,233.00)</u>	(27,355.25)
Panhandle Engineering		
Invoice #60503-1/19	(1,450.00)	
Invoice #60503-1/20	(2,900.00)	
Invoice #60521/01	(1,800.00)	
Invoice #60521/02	(500)	
Invoice #60521/03	(1,000)	
Invoice #60521/04	(500)	
Invoice #60521/07	(3,500)	
Invoice #60521/08	(8,835)	
30-Apr-22	(39,289)	
Invoice #60521/11	<u>(2,000)</u>	(61,774.00)
The Service House		
Invoice #60396	(291.69)	
Invoice #60397	<u>(291.69)</u>	(583.38)
Shark's Tooth Golf Club		
Invoice #60947	(3,180.00)	
Credit memo #63609	<u>908.46</u>	(2,271.54)
Interest income	848.51	
Bank charges	<u>(118.34)</u>	730.17
Remaining available monies		<u><u>\$ 127,063.74</u></u>

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
LAKE POWELL RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Lake Powell Residential Golf Community Development District held a Regular Meeting on December 5, 2022, at 3:00 P.M. (Central Time), at the Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413.

Present and constituting a quorum were:

David Holt	Chair
David Dean	Vice Chair
Jerry Robinson	Assistant Secretary
Thomas Balduf	Assistant Secretary
Frank Self	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Mike Burke	District Counsel
Natalie McSwane	Burke Blue
Robert Carroll	District Engineer
Bethany Womack	Ecologist/District Operations Manager
Diane Allewelt	POA
Steven Undercoffer	POA
Eddie Levick	Resident
Eva Levick	Resident
Annette Self	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Sanchez called the meeting to order at 3:02 p.m., Central Time. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comment

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors, David Dean [Seat 2] and Frank Self [Seat 5] (*the following to be provided in separate package*)

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Ms. Sanchez, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. David Dean and Mr. Frank Self. Both were already familiar with the following:

- A. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. **Membership, Obligations and Responsibilities**
- C. **Financial Disclosure Forms**
 - I. **Form 1: Statement of Financial Interests**
 - II. **Form 1X: Amendment of Form 1, Statement of Financial Interests**
 - III. **Form 1F: Final Statement of Financial Interests**
- D. **Form 8B, Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-01,
Designating Certain Officers of the District,
and Providing for an Effective Date**

Mr. Dean nominated Mr. Holt as Chair. No other nominations were made.

On MOTION by Mr. Dean and seconded by Mr. Self, with all in favor, the appointment of Mr. Holt as Chair, as nominated, was approved.

Mr. Self nominated Mr. Dean as Vice Chair. No other nominations were made.

On MOTION by Mr. Self and seconded by Mr. Holt, with all in favor, the appointment of Mr. Dean as Vice Chair, as nominated, was approved.

Ms. Cerbone presented Resolution 2023-01. The slate of officers is as follows:

David Holt	Chair
David Dean	Vice Chair
Craig Wrathell	Secretary
Jerry Robinson	Assistant Secretary
Thomas Balduf	Assistant Secretary
Frank Self	Assistant Secretary
Cindy Cerbone	Assistant Secretary

79 Jamie Sanchez Assistant Secretary

80 Prior appointments by the Board for Treasurer and Assistant Treasurer remain unaffected
81 by this Resolution.

82

83 **On MOTION by Mr. Dean and seconded by Mr. Balduf, with all in favor,**
84 **Resolution 2023-01, Designating Certain Officers of the District, as nominated**
85 **and stated, and Providing for an Effective Date, was adopted.**

86

87

88 **FIFTH ORDER OF BUSINESS**

District

Counsel:

Discussion/

89

Consideration/Update

90

91 **A. St. Joe**

92 • **Cost Share – Covington Bridge Repair Work**

93 Mr. Dean and Mr. Burke believed the meeting with Ms. Precise and St. Joe's General
94 Counsel was productive. St. Joe abandoned its request for the land swap and is reviewing the
95 CDD's Administrative Rule adopted about 15 years ago to determine if they are obligated to
96 participate in the cost share to repair Covington Bridge. St. Joe agreed to encourage its
97 contractors to bid on the CDD Request for Proposals (RFP) for the road resurfacing projects. Upon
98 completion of the two projects, the CDD's plan is to convey, Wild Heron Way (WHW), from the
99 front gate to Highway 98, and the bridge to the County.

100 Discussion ensued regarding St. Joe agreeing to the CDD piggybacking off its asphalt
101 project, the 12-month deadline to repair the Covington Bridge, the pending Inspection Report,
102 the need to address inside the gate, the washout on the edge of the road and financing.

103 To avoid future erosion, Mr. Balduf felt that the asphalt project inside the gate is a priority.

104 Ms. Cerbone discussed preparing the road resurfacing project RFP. Mr. Carroll suggested
105 and the Board agreed to proceed with the bridge repair, followed by projects inside and then
106 outside the gate. Ms. Womack will obtain and present bridge repair proposals at the next
107 meeting. This item will be moved to the District Engineer's Staff Report.

108

109 **On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, authorizing**
110 **Mr. Holt to work with District Staff to prepare the Road Resurfacing RFP**
111 **described by Ms. Cerbone and for Staff to advertise the RFP in between**
112 **meetings, was approved.**

113

114 **B. Agreements Sent to POA**115 **I. POA Maintenance Agreement**

- 116
- **Landscape Standards**

117 **II. POA Agreement for Stormwater Facility Management Services**

118 These items will be discussed at the joint CDD/POA meeting.

119 **III. POA Boat House Lease**

120 Mr. Burke presented a redline version of the Boat House Lease Agreement with changes
 121 from the CDD and POA. The POA approved the Agreement, which is consistent with the terms
 122 agreed to by everyone. The executed Agreement will be distributed to all parties upon receipt
 123 and the order will be placed upon confirmation that the POA completed any necessary pre-work.

124

<p>125 On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the Boat 126 House Lease Agreement with the POA, was approved.</p>

127

128

129 **C. Joint Meeting with POA**

130 Ms. Sanchez stated that, besides the agenda items Mr. Burke discussed, she is waiting on
 131 feedback as to what items the POA wants included on the joint agenda. Mr. Burke will contact
 132 Ms. Mallory to discuss the "Stormwater" item and determine if it should be on the agenda item
 133 or discussed another time. A location for the joint meeting will be determined.

134 **D. Other**

135 Ms. Sanchez asked for additional information on the "Prospect Promenade Project".

136 Discussion ensued regarding the CDD possibly funding a structure on the property, the
 137 irrigation project, conducting a Town Hall meeting and the parties structuring a lease agreement
 138 similar to the recent Drop Down Agreement.

139

140 **SIXTH ORDER OF BUSINESS**

District	Engineer:	Discussion/ Consideration/Update
----------	-----------	-------------------------------------

141

142

143 **A. Proposals for Road Striping**

144 Mr. Carroll estimated the CDD's overall cost for the road striping project at about \$18,000.
 145 He reviewed the scope of work and expects the project to take about three days.

146 A Tri-party Agreement with the vendor, including CDD-owned intersections in the scope
147 and making sure the striping is aesthetically consistent with the POA roads, were discussed.

148

149 **On MOTION by Mr. Holt and seconded by Mr. Balduf, with all in favor,**
150 **proceeding with the CDD’s portion of the Road Striping project, which excludes**
151 **side roads, and entering into a Tri-party Agreement with the vendor, in a not-to-**
152 **exceed amount of \$25,000, was approved.**

153

154

155 **B. Drainage Improvements [Sweetwater Bay Trail and Wild Heron Way Intersection]**

156 Mr. Carroll stated the project was rescheduled due to an oversight; GCUC will be on site
157 later this week to clean the inlets.

158 **C. Mailbox**

159 Ms. Carroll stated this matter is resolved; use of individual mailboxes can continue.

160

161 SEVENTH ORDER OF BUSINESS	District	Ecologist:	Discussion/
162	Consideration/Update		

163

164 **A. Proposals for Conservation Area Sign Replacements**

165 Ms. Womack presented the costs to purchase upgraded weather resistant signs or stay
166 with the existing product. She will contact Mr. Mark Garnett to discuss installation costs.

167 Discussion ensued regarding the quantity needed and storing surplus materials for future
168 use in the CDD maintenance shed.

169

170 **On MOTION by Mr. Holt and seconded by Mr. Balduf, with all in favor,**
171 **purchasing 300 signs from Advanced Sign Solutions, was approved.**

172

173 **On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, expending**
174 **a not-to-exceed amount of \$2,000 for sign installation, was approved.**

175

176

177 **B. Proposals for Road Side Slope Work**

178 Ms. Womack stated that the proposal is based on estimated quantities of fill for each CDD
179 site. The vendor will provide delivery tickets before beginning to fill.

180 Discussion ensued regarding using zoysia sod, stabilization, pinning sod down on slopes
181 steeper than 3:1, using unassigned funds to fund the project, completing one site before

182 committing to the vendor and obtaining more quotes. Ms. Allewelt will give Ms. Womack the
183 names of two contractors to obtain additional quotes from.

184 This item will be moved to the District Ecologist’s Staff Report.

185 **C. Wild Heron Conservation Easement Land Exchange**

186 In lieu of St. Joe not being interested in a land swap, Mr. Dean discussed the potential
187 alternative of swapping about 11.812 acres of unencumbered property between the CDD and
188 POA. Referencing an area map, the areas in green, equating to about 10.25 acres are the areas
189 he recommends the CDD swap for to use for any future purpose.

190 Ms. Womack stated any swap must be in compliance with the Department of
191 Environmental Protection (DEP) and U.S. Army Corps of Engineers (USACE) environmental
192 permits and be replaced in kind and provide some benefit, or equivalent. The CDD must request
193 a permit modification, provide a conservation easement release and a new conservation
194 easement survey to record in the court.

195 The Board and Staff discussed the ability to acquire the lot on Marsh Cove for \$105,000,
196 the next steps, proceeding with the easement release before the POA transfers property to the
197 CDD, obtaining appraisals and conveying parcels back to the POA via a lease.

198 Ms. Womack will confirm with the DEP and USACE whether they will consider this action.
199 This item will be included on the joint meeting agenda.

200

On MOTION by Mr. Dean and seconded by Mr. Holt, with all in favor, pursuing the Wild Heron Conservation Easement Land Exchange, was approved

203

204

205 **D. Pond Aerators/Inspection**

206 The Report was included for informational purposes.

- 207 • **The Lake Doctors, Inc., Water Management Agreement**

208

On MOTION by Mr. Balduf and seconded by Mr. Dean, with all in favor, the Lake Doctors, Inc., Agreement to monitor the lakes, in the amount of \$1,063 quarterly, was approved.

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214 **E. Consideration and Ratification Items**

215 **I. Marsh Point Lane/New Leaf Tree Service Estimate**

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II. Lost Cove Drive Pond/New Leaf Tree Service Estimate

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EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial****Statements as of October 31, 2022**

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NINTH ORDER OF BUSINESS**Approval of October 3, 2022 Regular****Meeting Minutes**

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On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the New Leaf Tree Service estimate to hand cut Marsh Point Lane, known as Mitigation Zone Z27, and Salamander Trail, in the amount of \$4,500 each, was approved.

On MOTION by Mr. Holt and seconded by Mr. Self, with all in favor, the New Leaf Tree Service Estimate #E1348 to remove the dead pine trees in the Lost Cove Drive Pond area, in the amount of \$3,880, was ratified.

Regarding a Board Member's request for the car at the entrance of Wild Heron Drive from I-98 to be towed, it was determined that it is on St. Joe property.

Mr. Dean will email photographs of pine needles on a resident's property to Ms. Allewelt to address with the property owner.

Suggestions were made to install a motocross park and firing range.

Ms. Sanchez presented the Unaudited Financial Statements as of October 31, 2022.

On MOTION by Mr. Dean and seconded by Mr. Self, with all in favor, the Unaudited Financial Statements as of October 31, 2022, were accepted.

Ms. Sanchez presented the October 3, 2022 Regular Meeting Minutes.

On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the October 3, 2022 Regular Meeting Minutes, as presented, were approved.

254

255 TENTH ORDER OF BUSINESS

Staff Reports

256

257 A. Ecologist/Operations: *Cypress Environmental of Bay County, LLC*

258 There was nothing further to report.

259 B. District Counsel: *Burke Blue*

260 There was nothing further to report.

261 C. District Engineer: *McNeil Carroll Engineering, Inc.*

262 There was nothing further to report.

263 D. District Manager: *Wrathell, Hunt and Associates, LLC*

264 I. TriCorps Security Increased Billing Rate

265 Ms. Sanchez presented TriCorps' request for a rate increase retroactive to November 1,
266 2022, based on improving the quality of personnel, increasing compensation and financial loss
267 on the overall contract. TriCorps was awarded the contract as they were the lowest cost
268 respondent but the rate increase will exceed the three-year renewal prices from the original bids.

269 Discussion ensued about the annual rate increase of approximately \$58,000, which is less
270 than \$1.00 per day per resident, the improved quality of personnel, the termination clause and
271 there being one year left on the three-year contract.

272

273 **On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, the**
274 **TriCorps billing rate increase request, retroactive to November 1, 2022, was**
275 **approved.**

276

277

278 II. NEXT MEETING DATE: February 6, 2023 at 3:00 P.M. (Central Time)

279 ○ QUORUM CHECK

280 Ms. Sanchez stated the February 6, 2023 meeting will be a joint CDD/POA meeting. She
281 will confirm the location with Mr. Burke. Ms. Cerbone stated that the Chair will be copied on all
282 communications sent to the POA to ensure the CDD gets what it needs for the agenda items.

283

284 **On MOTION by Mr. Holt and seconded by Mr. Dean, with all in favor, scheduling**
285 **a joint CDD/POA meeting on February 6, 2023 at 3:00 p.m. (Central Time), at a**
286 **location to be determined, and authorizing Staff to advertise, was approved.**

287

288

289 Ms. Sanchez stated Wells Fargo closed the CDD account due to bank fraud, which
290 impacted one vendor. Ms. Cerbone stated Wells Fargo refused to refund a manufactured check
291 processed in San Francisco. The existing account was closed and a new one opened. Once checks
292 for the new account arrive, Accounting will FedEx the payment to the vendor. Wells Fargo stated
293 it will honor the checks already issued on the closed account.

294

295 ELEVENTH ORDER OF BUSINESS

Board Member Comments

296

297 Mr. Dean asked that the POA have Break N Ground address the severely overgrown
298 vegetation at the POA-owned lot at the end of Prospect Promenade and Wild Heron Way. Ms.
299 Womack will inform Ms. Allewelt.

300

301 TWELFTH ORDER OF BUSINESS

Public Comment

302

303 No members of the public spoke.

304

305 THIRTEENTH ORDER OF BUSINESS

Action Item Recap

306

307 Ms. Sanchez recapped the following action items:

308 ➤ District Management: Add “Bridge Repairs” agenda item under the District Engineer’s
309 Staff Report. District Engineer: Present estimates at the next meeting.

310 ➤ District Management: Send additional email to the POA to ensure it has all the agenda
311 items needed for the joint meeting.

312 ➤ District Management: Keep “Drainage Improvements” agenda item under the District
313 Engineer’s Staff Report and add the same topic to the District Ecologist’s Staff Report.

314 ➤ District Ecologist: Obtain additional quotes for roadside slope repairs.

315 ➤ District Ecologist: Contact the DEP and USACE about Wild Heron Way conservation
316 easement land exchange. District Management: Add this item to the Joint Meeting agenda.

317

318 FOURTEENTH ORDER OF BUSINESS

Adjournment

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**On MOTION by Mr. Self and seconded by Mr. Dean, with all in favor, the meeting
adjourned at 5:12 p.m., Central Time.**

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328 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

**LAKE POWELL
RESIDENTIAL GOLF
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

LAKE POWELL RESIDENTIAL GOLF COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Boat House, 1110 Prospect Promenade, Panama City Beach, Florida 32413

²Shark's Tooth Clubhouse, 2003 Wild Heron Way, Panama City Beach, Florida 32413

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2022	Regular Meeting	3:00 PM (Central Time)
December 5, 2022	Regular Meeting	3:00 PM (Central Time)
February 6, 2023	² Joint CDD/POA Regular Meeting	3:00 PM (Central Time)
March 6, 2023	Regular Meeting	3:00 PM (Central Time)
April 3, 2023	Regular Meeting	3:00 PM (Central Time)
May 1, 2023	Regular Meeting	3:00 PM (Central Time)
June 5, 2023	Regular Meeting	3:00 PM (Central Time)
August 7, 2023	Public Hearing and Regular Meeting	3:00 PM (Central Time)